

CITY COUNCIL

Meeting Agenda

**REGULAR MEETING
COUNCIL CHAMBERS**

**MONDAY, APRIL 09, 2007
7:00 P.M.**

OPENING MATTERS

CALL TO ORDER

INVOCATION: Rev. Dorian Schenk, Bethel AME

PLEDGE OF ALLEGIANCE

ROLL CALL

PROCLAMATIONS AND PRESENTATIONS

Council Commendations:

Honoring Edward "BooBoo" Leonardziak

Mayoral Proclamations:

Celebrating the 2007 Class A Boys Basketball State Champions

Recognizing Fair Housing Month, accepted by members of the City of Reading Human Relations Commission.

PUBLIC COMMENT – AGENDA MATTERS:

Citizens have the opportunity to address the Council, by registering with the City Clerk before the start of the meeting. All remarks must be directed to Council as a body and not to any individual Council member or public or elected official in attendance. Any person making personally offensive or impertinent remarks or who shall become unruly while addressing Council may be called to order by the Presiding Officer, and may be barred from speaking before Council, unless permission to continue speaking is granted by the majority vote of Council.

All comments by the public shall be made from the speaker's podium. Citizens attending the

meeting may not cross into the area beyond the podium. Any materials to be distributed to Council must be given to the City Clerk before the meeting is called to order. Those commenting on an agenda business shall speak at the beginning of the meeting and shall limit their remarks to 5 minutes. Those commenting on general matters shall speak after the legislative business is concluded and shall limit their remarks to 3 minutes.

No comments shall be made from any other location except the podium, and anyone making "out of order" comments may be subject to removal. There will be no demonstration at the conclusion of anyone's presentation. Citizens may not ask questions of Council member or other elected or public official in attendance.

APPROVAL OF AGENDA AND MINUTES

2. AGENDA: Council Meeting of April 9, 2007.

3. MINUTES: Council Meetings of March 26, 2007

4. CONSENT AGENDA

Award of Contract- the partial contract for the Labor & Equipment Necessary for the Removal of Trash & Weeds and the Securing of Properties to Nelson Stubbs Janitorial Service, 613 N. 3rd Street, Reading, PA, 19601 at the unit prices submitted for all items except bid item #4, for a estimated total of \$90,000.

5. ADMINISTRATIVE REPORTS

6. FINANCE REPORT

7. REPORT FROM OFFICE OF THE AUDITOR

8. REPORTS FROM DIRECTORS & BOARDS AUTHORITIES AND COMMISSIONS

9. ORDINANCES FOR FINAL PASSAGE

Bill No. 16- amending the City of Reading Codified Ordinances by regulating advertisements for the sale of real estate in the City of Reading. **(Waltman/Goodman-Hinnershitz) Introduced and tabled at the 03/12/07 meeting of Council.**

Bill No. 28- amending Chapter 11, Housing, of the City of Reading Codified Ordinances. **(Managing Director/Solicitor) Introduced at the 03/12/07 meeting of Council.**

Tabled pending Housing Summit

Bill No. 21- amending the City of Reading Capital Improvements Plan, by substituting new projects for deleted existing projects. **(Managing Director)** *Introduced at the 03/12/07 meeting of Council.*

Bill No. 22- amending Chapter 20, Part 1 Solid Waste, of the City of Reading Codified Ordinances. **(Managing Director)** *Introduced at the 03/12/07 meeting of Council.*

Bill No. 23- amending Chapter 20 Solid Waste, Section 2 Dumpster Placement, of the City of Reading Codified Ordinances. **(Solicitor)** *Introduced at the 03/12/07 meeting of Council.*

Bill No. 24- amending the City of Reading Codified Ordinances by adding a new part dealing with initiative and referendum. **(Council Staff & City Solicitor)** *Introduced at the 03/12/07 meeting of Council.*

Bill No. 25- establishing an Environmental Advisory Board. **(Sponsored by: Goodman-Hinnershitz; approved by the Public Works Committee)** *Introduced at the 03/26/07 meeting of Council*

Bill No. 26- authorizing the conveyance of East Reading Pool to the City of Reading. **(Public Works/Solicitor)** *Introduced at the 03/26/07 meeting of Council; discussed at the 03/26/07 Committee of the Whole*

Bill No. 27- authorizing the Mayor to enter into agreement terminating the Clinton F. Earl Trust. **(Managing Director/Solicitor)** *Introduced at the 03/26/07 meeting of Council*

10. INTRODUCTION OF NEW ORDINANCES

Ordinance- amending the Codified Ordinances of the City of Reading, by increasing the salary of the Mayor and Auditor by:

1. A one time increase of \$1,500.00. **(Finance Committee)**
2. An annual increase of \$2,000.00 for four years. **(Auditor 1)**
3. An annual increase of \$1,500.00 for four years. **(Auditor 2)**

Ordinance- amending the Codified Ordinances of the City of Reading by establishing rules for and regulations for bottle clubs. **(Council Staff/Legislative Aide Committee/Chief of Police)**

Ordinance- codifying the City of Reading Food Code. **(Solicitor)**

11. RESOLUTIONS

Resolution- reappointing Leonard Butzer to the BOCA Board of Appeals.
(Administrative Oversight)

Resolution- appointing Chris Fegley to the Minority Business Board.
(Administrative Oversight)

Resolution- appointing Jeff White to the Park and Recreation Advisory Board
(Administrative Oversight)

Resolution- appointing Reginald Neeley to the Blighted Property Review Committee

Resolution- amending the City Council Policy and Procedures manual by inserting a policy on the financing of bonds and debt. **(Finance Director/City Clerk)**

PUBLIC COMMENT – GENERAL MATTERS

COUNCIL BUSINESS / COMMENTS

COUNCIL MEETING SCHEDULE

Committee of the Whole-Mon, April 9th, Council Offices 5:00p.m.

Regular Meeting-Mon, April 9th, Council Chambers 7:00p.m.

Meeting with the Mayor- Wed, April 11th, Mayor's Office 4:00p.m.

District 1 Town Meeting- Wed, April 11th, Calvary Baptist Community Center 6:00p.m.

Housing Summit- Thurs, April 12th, Council Chambers 5:00p.m.

Public Safety Committee-Mon, April 16th, Council Office 5:00p.m.

Public Works Committee-Mon, April 16th, Council Office 5:00p.m.

Work Session-Mon, April 16th, Penn Room 7:00p.m.

Meeting with the Mayor- Wed, April 18th, Mayor's Office 4:00p.m.

Conditional Use Hearing- Wed, April 18th, Council Chambers 5:00p.m.

HARB Appeal Hearing- Wed, April 18th, Council Chambers, Immediately following the Conditional Use Hearing

Meeting with RAWA- Wed, April 25th, Council Chambers 5:00p.m.



AGENDA MEMO

FINANCE DEPARTMENT

TO: City Council
FROM: Heather Dunkle, Purchasing Coordinator
PREPARED BY: Heather Dunkle, Purchasing Coordinator
MEETING DATE: April 9, 2007
AGENDA MEMO DATE: April 3, 2007
RECOMMENDED ACTION: Awarding of a Contract for Labor & Equipment to Remove Trash & Weeds and Secure Properties

RECOMMENDATION

The recommendation is to award the partial contract for the Labor & Equipment Necessary for the Removal of Trash & Weeds and the Securing of Properties to Nelson Stubbs Janitorial Service, 613 N. 3rd Street, Reading, PA, 19601 at the unit prices submitted for all items except bid item #4, for a estimated total of \$90,000.

BACKGROUND

Bids for the Labor & Equipment Necessary for the Removal of Trash & Weeds and the Securing of Properties within the City which have been identified by the Office of Code Services as having excess weeds, trash accumulation and/or security problems were received on January 11, 2007.

BUDGETARY IMPACT

The Divisions of Codes and Accounting have confirmed sufficient funds for this contract have been included in the 2007 budget in Account Code 01-04-36-4210.

PREVIOUS ACTION

None

SUBSEQUENT ACTION

Formal action by Council is required to award the contract at the April 9, 2007 meeting.

RECOMMENDED BY

Mayor, Managing Director, Director of Finance, Codes Division Manager, and Purchasing Coordinator.

RECOMMENDED MOTION

Approve/Deny the recommendation for the partial Contract for Labor & Equipment for Trash & Weed Removal and Securing of Properties in order that the contract may be awarded to Nelson Stubbs Janitorial Service.

BILL NO. _____

AMENDING THE CITY OF READING CODIFIED ORDINANCES BY ADDING A NEW PART 8 TO CHAPTER 6 - CONDUCT REGULATING THE REAL ESTATE ADVERTISEMENTS FOR REAL ESTATE FOR SALE IN THE CITY.

WHEREAS, the City of Reading is a community enjoying many advantages such as affordable housing; and

WHEREAS, the growth of rental housing has increased the pressure on the City's neighborhoods and housing and has put additional strain on our stable residential neighborhoods; and

WHEREAS, the conversion of single family homes and other properties to rental properties has increased quality of life problems such as overcrowding, excess noise, traffic congestion, lack of parking, trash, poor property maintenance and deterioration of housing stock; and

WHEREAS, the City of Reading City Council continues to (1) strengthen the enforcement of the housing and occupancy regulations on rentals and pursue legal action when necessary; (2) increase inspection staff and increase fees so that the inspection program becomes self-supporting; (3) continue to use code enforcement, legislation and appropriate zoning to protect single family residences; and (4) discourage the further conversion of single family homes to rentals; and

WHEREAS, the City of Reading has received complaints regarding advertisements claiming single family dwellings located in the City of Reading could be converted for rental use; and

WHEREAS, the following ordinance will prohibit certain language used in the advertisement of properties for sale in the City of Reading.

NOW THEREFORE, THE CITY OF READING HEREBY ORDAINS AS FOLLOWS:

SECTION 1. Amending the Codified Ordinances of the City of Reading by adding a new Part 8 to Chapter 6 – Conduct regulating the real estate advertisement of properties for sale in the City of Reading.

SECTION 2. Declaration of Purpose. The City of Reading City Council finds that the overabundance of the rental properties in the City is increasing quality of life problems and complaints such as congestion, lack of available parking, noise, increased traffic, trash, etc. Council and the Administration continue to strengthen enforcement efforts

on housing problems, including placing a moratorium on the conversion of single family dwellings to multi-family rentals. Council has had complaints and has seen real estate advertisements informing prospective buyers that properties could easily be converted to multi-family rental properties. Therefore, to protect the quality of life of the City's residential neighborhoods Council, through enactment of this ordinance, restricts certain advertisement practices.

SECTION 3. Prohibiting those selling properties in the City of Reading from using any language that infers or states that these properties be converted to a use that contradicts the City's Zoning Code.

SECTION 4. Requiring the those selling all properties in the City of Reading to alert the potential buyer about requirements pertaining to requirements contained in the City's Codified Ordinances to include but not limited to Chapter 4 Buildings - Historical Districts and Chapter 27 – Zoning.

SECTION 5. Penalty. Failure to comply with the terms of this ordinance shall result in a fine in an amount of no less than \$1,000.

SECTION 6. This ordinance shall be effective ten (10) days after its adoption and approval by the Mayor, or repassage by City Council over the Mayor's veto, in accordance with Section 219 of the City of Reading Home Rule Charter, or as set forth in Section 221 of the City of Reading Home Rule Charter.

Enacted _____, 2007

President of Council

Attest:

City Clerk

(Councilors Goodman-Hinnershitz and Waltman)

AGENDA MEMO

Thomas M. McMahon, MAYOR
Leon Churchill, MANAGING DIRECTOR


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Background

Adoption of the Revised 2007-2011 Capital Improvement Program (CIP) will provide continued funding for programs and policies that the City Council has established as priorities. The CIP will guide the City in the planning, scheduling, and budgeting of capital improvement projects during the next five-year period. Amendments are necessary to more accurately reflect project costs and to accommodate emerging projects that need to be addressed on a timely basis.

There is no prescribed process in the Reading Charter prescribes for amending the City's Capital Improvement Program (CIP). However, it is appropriate to obtain consent from the governing body, the City Council, for substantial changes in the CIP. Since the CIP implements the goals and policies of the General Plan, a determination of consistency with the *Reading Comprehensive Plan* is an important criterion in the Council's review of the document and subsequent revisions.

Discussion/Analysis

Several changes are needed to the CIP to maintain its credibility as a policy and communications document.

Projects Eliminated: 2007, Northwest Pool Renovations (\$443,900)
2006, East Reading Pool Renovations (\$250,000, and proposed for CDBG funding)

Project With Cost Changes: 2007, City Park Pond Remediation (moved up from 2011 and increased by \$100,000 to \$200,000)

New Projects: 2007, Downtown Camera Network (\$390,000)
 2007, African-American Museum Site Preparation (\$500,000)
 2007, Pagoda Renovations (\$443,900)
 2008, Hansen Dynamic Portal (\$286,000)

Financial Impact

The 2007-2011 CIP is proposed to increase total expenditures by \$1,026,000. The specific changes include a reduction in 2006 by \$250,000; an increase in 2007 expenditures by \$990,000; and 2008 expenditures by \$286,000. The CIP has the capacity to fund these projects through previously approved financing in 2005. There is no expected change in debt service impact as stated in the Approved 2007-2011 CIP.

Other Board Action

There is no other board action on this item.

Recommendations

Adopt the ordinance as proposed.

Attachments

Proposed Revised 2007-2011 CIP

BILL NO. _____ 2006
A N O R D I N A N C E

**AN ORDINANCE AMENDING THE FY 2007-2011 CAPITAL IMPROVEMENT PLAN
FOR THE CITY OF READING.**

SECTION 1. The City Council amends the FY 2007 to FY 2011 Capital Improvement Program totaling \$ 43,389,776 which, when compared to the FY 2006 to FY 2010 Approved Capital Improvement Program will reflect an increase of \$1,026,000 over six years, and deletions, postponements and rescheduling of certain capital projects and establishes planned funding levels for each of the six years of the capital plan; and

SECTION 2. The City Council moves to amend the 2007 Capital Budget totaling \$7,783,966, when compared to the FY 2007 Capital Budget, reflecting a \$990,000 increase from \$6,793,966.

SECTION 3. This Ordinance shall become effective ten (10) days after its approval, in accordance with Section 221 of the City of Reading Home Rule Charter.

Enacted _____, 2007

Vaughn D. Spencer, President of Council

Attest:

City Clerk

Submitted to Mayor: _____

Date: _____

Received by the Mayor's Office: _____

Date: _____

Approved by Mayor: _____

Date: _____

Vetoed by Mayor: _____
Date: _____

**CITY OF READING
CAPITAL IMPROVEMENTS PROGRAM
FY 2006 - FY 2010**

PROJECT	YEAR	PROJ. COST	GENERAL REVENUES	DEBT FINANCING	GRANTS	FEDERAL STATE	ENTERPRISE	OTHER
2006								
E REPLACE RESCUE 1	2006	\$450,000		\$450,000				
TRAFFIC ENGINEERING LIQUID FUEL FUND PAVING	2006	\$750,000				\$750,000		
DISASTER RECOVERY	2006	\$1,250,000		\$1,250,000				
Uninterrupted Power Source	2006	\$67,000		\$67,000				
PURCHASE GIS SYSTEM FOR CITYWIDE	2006	\$3,000,000		\$750,000	\$150,000		\$2,100,000	
ENGINEERING CATCH BASINS	2006	\$50,000					\$50,000	
E BUILD OAKBROOK FIRE STATION	2006	\$1,500,000		\$1,500,000				
ICE RANGE CLASSROOM ADDITION	2006	\$52,000		\$52,000				
ENGINEERING CATCH BASIN MUSEUM ROAD	2006	\$54,000					\$54,000	
PUBLIC PROPERTY CITY HALL ROOF	2006	\$100,000		\$200,000				
RECREATION EAST READING POOL RENOVATION	2006	\$250,000		\$250,000				
n Street Bridge Lighting Repairs	2006	\$87,000		\$87,000				
HIGHWAYS SALT BRINE EQUIPMENT	2006	\$50,000		\$50,000				
RARY NORTHWEST BRANCH REPAIRS	2007	\$60,000		\$60,000				
TRAFFIC ENGINEERING FORCE IN CURB	2006	\$70,000						\$70,000
ICE EVIDENCE ROOM EXPANSION	2006	\$200,000		\$100,000				\$100,000
PUBLIC PROPERTY STADIUM HIGH MAST REPLACEMENT	2006	\$152,000		\$152,000				
ENGINEERING SCHLEGEL PARK POOL STORMWATER	2006	\$86,000					\$86,000	
RECREATION BAER PARK PLAYGROUND RENOVATION	2006	\$100,000		\$50,000	\$50,000			
RECREATION ESSICK PLAYGROUND RENOVATION	2006	\$100,000		\$0	\$100,000			
DIRECTIONAL SIGNAGE	2006	\$150,000			\$150,000			
AC Unit	2006	\$100,000.00						
TOTAL		\$8,678,000	\$0	\$5,018,000	\$450,000	\$750,000	\$2,290,000	\$170,000
2007								
E REPLACE ENGINE 1	2007	\$475,000		\$475,000				
E REPLACE ENGINE 14	2007	\$475,000		\$475,000				

ICE Downtown Camera Network	2007	\$1,785,000	\$390,000		\$1,395,000			
TRAFFICENGINEERING 13 & BERN TRAFFIC SIGNAL	2007	\$65,000	\$65,000					
RARY MAIN BRANCH RENOVATION	2007	\$140,000	\$140,000					
RECREATION CITY PARK PLAYGROUND RENOVATION	2007	\$50,000	\$50,000					
HIGHWAYS TRASH COMPACTOR TRUCK	2007	\$120,000	\$120,000					
PUBLIC PROPERTY BANDSHELL REHABILITATION	2007	\$80,000	\$80,000					
RECREATION NORTH WEST POOL RENOVATION	2007	\$443,900	\$443,900					
PUBLIC PROPERTY Pagoda Renovations	2007	\$443,900						
TRAFFIC ENGINEERING LIQUID FUEL FUND PAVING	2007	\$750,000			\$750,000			
ENGINEERING CATCH BASINS	2007	\$60,000					\$60,000	
TRAFFIC ENGINEERING FORCE IN CURB	2007	\$70,000						\$70,000
RECREATION ANGELICA BOATHOUSE COMPLETION	2007	\$50,000						\$50,000
HIGHWAYS DUMP TRUCK	2007	\$110,000	\$110,000					
RECREATION BAER PARK PLAYGROUND RENOVATION	2007	\$100,000	\$50,000		\$50,000			
RECREATION Hillside Playground Renovation	2007	\$70,000.00	\$60,000.00	\$10,000.00				
PUBLIC PROPERTY CITY STATUE REFURBISHING	2007	\$70,000	\$70,000					
SKYLINE DRIVE WALL REPAIR	2007	\$171,500	\$171,500					
ROAD DEMO AND CLEARANCE	2007	\$1,000,000						\$1,000,000
Indian African American Museum Site Preparation	2007	\$500,000	\$500,000					
TRAFFIC ENGINEERING BUCKET TRUCK	2007	\$70,000	\$70,000					
RECREATION SCHLEGEL PARK POOL REPLASTER/TILE	2007	\$150,000	\$150,000					
TRAFFIC ENGINEERING HANDICAP RAMPS	2007	\$50,000	\$50,000					
PUBLIC PROPERTY 6 & PENN COURTYARD UPGRADE	2007	\$120,000	\$120,000					
PUBLIC PROPERTY ATHLETIC FIELD LIGHTING	2007	\$50,000	\$50,000					
PARKS City Park Pond Remediation & Water Feature	2007	\$200,000.00	\$200,000.00			Moved up from 2011 and Increased by \$100,000		
FLEET GARAGE OVERHEAD LUBRICATION SYSTEM	2007	\$114,666	\$114,666					
TOTAL		\$7,783,966	\$0	\$3,955,066	\$60,000	\$2,145,000	\$60,000	\$1,120,000
2008								
TRAFFIC ENGINEERING LIQUID FUEL FUND PAVING	2008	\$700,000			\$750,000			
E REPLACE ENGINE 3	2008	\$485,000	\$485,000					
E BUILD PENN STREET FIRE STATION	2008	\$2,500,000	\$2,500,000					
PUBLIC PROPERTY STADIUM FIELD LIGHTING UPGRADES	2007	\$60,000	\$60,000					
PUBLIC PROPERTY STADIUM HIGH MAST PAINTING	2007	\$50,000	\$50,000					

RECREATION ANGELICA FISHING DOCK/BOAT HOUSE	2006	\$50,000							\$50,000
PUBLIC PROPERTY CITY HALL BRASS RESTORATION	2007	\$75,000		\$75,000					
OUTDOOR FURNISHINGS	2007	\$60,000		\$60,000					
ansen Dynamic Portal	2008	\$286,000		\$286,000					
D ALLEY AND ROW IMPROVEMENTS	2007	\$250,000		\$200,000					\$50,000
ENGINEERING CATCH BASINS	2008	\$60,000						\$60,000	
TRAFFIC ENGINEERING FORCE IN CURB	2008	\$70,000							\$70,000
PUBLIC PROPERTY SIDEWALK REPLACEMENT	2008	\$50,000							\$50,000
RECREATION 3rd & SPRING PLAYGROUND RENOVATION	2008	\$160,000		\$80,000		\$80,000			
RECREATION BAER PARK FIELD HOUSE RENOVATION	2008	\$100,000		\$50,000		\$50,000			
D DEMO AND CLEARANCE	2008	\$1,000,000							\$1,000,000
TOTAL		\$5,956,000	\$0	\$3,846,000	\$130,000	\$750,000	\$110,000		\$1,170,000
2009									
E REPLACE ENGINE 9	2009	\$500,000		\$500,000					
TRAFFIC ENGINEERING LIQUID FUEL FUND PAVING	2009	\$1,050,000				\$1,050,000			
HIGHWAYS FRONT END LOADER	2008	\$175,000		\$175,000					
HIGHWAYS STREET SWEEPERS	2007	\$300,000		\$300,000					
FLEET BIG TRUCK LIFT	2008	\$50,000		\$50,000					
PUBLIC PROPERTY CITY HALL HVAC UPGRADES	2007	\$50,000		\$50,000					
TRAFFIC ENGINEERING HANDICAP RAMPS	2007	\$50,000		\$50,000					
E BUILD NEW HAMPDEN/MARION FIRE STATION	2009	\$2,500,000		\$2,500,000					
ENGINEERING CATCH BASINS	2009	\$60,000							\$60,000
TRAFFIC ENGINEERING FORCE IN CURB	2009	\$70,000							\$70,000
RECREATION NORTHMONT PLAYGROUND RENOVATION	2009	\$160,000		\$80,000		\$80,000			
D DEMO AND CLEARANCE	2009	\$1,000,000							\$1,000,000
TOTAL		\$5,965,000	\$0	\$3,705,000	\$80,000	\$1,050,000	\$0		\$1,130,000
2010									
E REPLACE LADDER 3	2010	\$850,000		\$850,000					
TRAFFIC ENGINEERING LIQUID FUEL FUND PAVING	2010	\$600,000				\$600,000			
RARY SOUTHEAST BRANCH REPAIRS	2008	\$70,000		\$70,000					
D ALLEY AND ROW IMPROVEMENTS	2008	\$250,000		\$200,000					\$50,000
PUBLIC PROPERTY ATHLETIC FACILITIES LIGHTING	2008	\$50,000		\$50,000					
TRAFFIC ENGINEERING HANDICAP RAMPS	2008	\$50,000		\$50,000					

PARKS FRONT END LOADER	2009	\$120,000		\$120,000					
HIGHWAYS STREET SWEEPERS	2009	\$300,000		\$300,000					
ENGINEERING CATCH BASINS	2010	\$60,000					\$60,000		
RARY MAIN BRANCH EXPANSION	2010	\$8,000,000		\$2,000,000	\$4,000,000				\$2,000,000
TRAFFIC ENGINEERING FORCE IN CURB	2010	\$70,000							\$70,000
RECREATION KEFFER PARK FIELD HOUSE RENOVATION	2010	\$100,000		\$50,000	\$50,000				
D DEMO AND CLEARANCE	2010	\$1,000,000							\$1,000,000
TOTAL		\$11,520,000	\$0	\$3,690,000	\$4,050,000	\$600,000	\$60,000		\$3,120,000
2011									
HIGHWAYS STREET SWEEPERS	2010	\$300,000		\$300,000.00					
PARKS GROUNDMASTER TRACTOR	2010	\$50,000		\$50,000.00					
RARY New NW Branch	2011	\$1,800,000.00		\$1,800,000.00					
PUBLIC PROPERTY ATHLETIC FACILITIES LIGHTING	2010	\$50,000		\$50,000.00					
RARY NORTHEAST BRANCH REPAIRS	2009	\$70,000		\$70,000.00					
TRAFFIC ENGINEERING HANDICAP RAMPS	2009	\$50,000		\$50,000.00					
TRAFFIC ENGINEERING HANDICAP RAMPS	2010	\$50,000		\$50,000.00					
PLANNING Whitewater Park	2007	\$522,810.00		\$522,810.00					
RECREATION PENDORA PARK FIELD HOUSE RENOVATION	2009	\$200,000		\$100,000.00	\$100,000.00				
RARY BOOK MOBILE REPLACEMENT	2010	\$120,000		\$120,000.00					
D ALLEY AND ROW IMPROVEMENTS	2009	\$250,000		\$200,000.00					
D ALLEY AND ROW IMPROVEMENTS	2010	\$250,000		\$200,000.00					\$50,000.00
PUBLIC PROPERTY STADIUM FIELD LIGHTING UPGRADES	2010	\$60,000		\$60,000.00					\$50,000.00
TOTAL		\$3,772,810	\$0	\$3,572,810	\$100,000	\$0	\$0		\$100,000
al CIP		\$43,675,776.00	\$-	\$23,786,876.00	\$4,870,000.00	\$5,295,000.00	\$2,520,000.00		\$6,810,000.00

SCHEDULED PROJECTS From 2006

PUBLIC PROPERTY STADIUM HIGH MAST REPLACEMENT	2006	\$100,000
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TRAFFIC ENGINEERING LIQUID FUEL FUND PAVING	2006	\$750,000			
TRAFFIC ENGINEERING LIQUID FUEL FUND PAVING	2007	\$750,000			
TRAFFIC ENGINEERING LIQUID FUEL FUND PAVING	2008	\$700,000			
TRAFFIC ENGINEERING LIQUID FUEL FUND PAVING	2009	\$1,050,000			
TRAFFIC ENGINEERING LIQUID FUEL FUND PAVING	2010	\$600,000			
D ALLEY AND ROW IMPROVEMENTS	2009	\$250,000	\$200,000		\$50,000
RECREATION PENDORA PARK FIELD HOUSE RENOVATION	2009	\$200,000	\$100,000	\$100,000	
RARY NORTHEAST BRANCH REPAIRS	2009	\$70,000	\$70,000		
TRAFFIC ENGINEERING HANDICAP RAMPS	2009	\$50,000	\$50,000		
HIGHWAYS STREET SWEEPERS	2010	\$300,000	\$300,000		
PARKS GROUNDMASTER TRACTOR	2010	\$50,000	\$50,000		
PUBLIC PROPERTY ATHLETIC FACILITIES LIGHTING	2010	\$50,000	\$50,000		
TRAFFIC ENGINEERING HANDICAP RAMPS	2010	\$50,000	\$50,000		
RARY BOOK MOBILE REPLACEMENT	2010	\$120,000	\$120,000		
D ALLEY AND ROW IMPROVEMENTS	2010	\$250,000	\$200,000		\$50,000
PUBLIC PROPERTY STADIUM FIELD LIGHTING UPGRADES	2010	\$60,000	\$60,000		
TOTAL		\$5,400,000	\$1,250,000		\$100,000

es:

The stadium high mast replacement project is proposed to remain unscheduled until final determination of whether to renovate or re-locate Municipal Stadium is made. Although street paving is budgeted every year, the magnitude of the effort is beyond the City's financial capacity, thus proposing State and Federal funding. The project could be debt financed, but the life of a road is less than 10 years making it a poor candidate for such funding.

BILL NO. _____-2007

A N O R D I N A N C E

**AMENDING CHAPTER 20 PART 1 SOLID WASTE OF
THE CITY OF READING CODIFIED ORDINANCES**

THE CITY OF READING HEREBY ORDAINS AS FOLLOWS:

SECTION 1: Chapter 20 Part 2 of the City of Reading Codified Ordinances is hereby amended as follows:

§20-104 (1)(B)(1) is amended to add the following:

(g) Owners of owner occupied single family or multi-family dwellings upto and including four units that elect not to participate in the City Curbside trash program, shall provide per the requirements hereunder a copy of a valid written contract, to the City, for rear-yard (where possible) trash collection serviced, with a licensed hauler.

§20-104 (1)(B)(2) is amended to add the following:

(g) Owners of multi-family dwellings which are either owner occupied or non-owner occupied with five units or more that elect not to participate in the City Curbside trash program, shall provide per the requirements hereunder a copy of a valid written contract, to the City, for rear-yard (where possible) trash collection serviced, with a licensed hauler.

§20-104(8)(A) Municipal Waste is amended to read as follows:

It shall be the responsibility of the owner/operator of all residential, owner occupied and non owner occupied, commercial, industrial or institutional properties and multifamily dwellings, owner occupied and non owner occupied, not on the City curbside trash removal program to submit the Solid Waste and Recycling Division of the Department of Public Works on a bi-annual basis, on or before February 1 and again on or before September 1 of each year evidence of a valid current agreement/contract with a licensed hauler including the collector's name, address and telephone number. This information shall also include the days and times of collection. The Department of Public Works must be notified in writing within 24 hours of such changes. Failure of the owner / operator of the aforesaid premises to submit the information as

required herein shall subject the owner / operator to placement on the City curbside trash removal program. Placement on the City curbside trash removal program per the requirements hereof shall result in billing of the owner / operator for the cost thereof and responsibility for said bill. At the discretion of the Manager of the Solid Waste and Recycling Division a property may be removed from the City curbside trash removal program upon submission, though untimely, of evidence of a valid current agreement / contract with a license hauler for service of the subject property.

§20-104 is amended to add subsection 10 and to read as follows:

10. It shall be the responsibility of the owner / operator of every property in the City of Reading to ensure its compliance with the requirements of this Part including but not limited notifying the occupants of the requirements hereof and ensuring their compliance therewith and that a contract / agreement is undertaken by either a license hauler or per the City of Reading curbside trash removal program.

§20-107 Administrative Provisions is amended to read as follows:

1. AUTHORIZED RETRIEVAL AND RESPONSIBILITY THEREFOR

The City of Reading contractor for curbside trash removal is authorized to pick up, abate and/or remove violations of this Ordinance including but not limited to items not picked up by the property's contracted hauler, placement of bags for retrieval in excess of that permitted, dumping or items placed improperly. The City of Reading contractor for curbside trash removal shall obtain documentation of such violations and note the address thereof prior to retrieval of said violations. The contractor shall report the violations, provide proof thereof and the fact of their retrieval to the Manager or his/her designee City of Reading Solid Waste Division and/or Code Official assigned to the area from the violation was retrieved. The contractor shall additionally issue a bill to the City of Reading for the retrieval of the violations noting the date and address of the same. The City of Reading shall then issue a bill to the owner of the property from where the violation was retrieved for the costs it incurred to abate the violation. The City of Reading's contractor's removal of the violation and issuance of the City of a bill therefor shall not be exclusive remedy for abatement of such violations. The City reserves the right to undertake any additional action for such violation including but not limited commencing any appropriate legal action to recover costs for the abatement and/or commencement of penalty proceedings as set forth herein.

2. PENALTY.

A. Any person or entity found to be in violation of any provision of this Part shall, upon first conviction, be fined not less than \$50 but not more than \$300 plus costs and, in default of payment of said fine and costs, to a term of imprisonment not to exceed 30 days. If costs for abatement are incurred by the City, restitution of 200 percent of the costs shall be awarded to the City in addition to any fines or other penalties awarded herein. Owner shall also be required to provide a receipt from a licensed trash hauler for 1 year of prepaid trash collection service.

B. Upon second or subsequent offenses occurring within 5 years of a first offense, fines shall be doubled, to a minimum fine of \$100 but not more than \$600 plus costs and, in default of payment of said fine and costs to a term of imprisonment not to exceed 30 days. If costs for abatement are incurred by the City, restitution of 200 percent of the costs shall be awarded to the City in addition to any fines or other penalties awarded herein. Owner shall also be required to go on the City trash collection system upon verification of second offense.

C. Every violator of the provisions of this Part shall be deemed guilty of a separate offense for each and every day such violation shall continue and shall be subject to the penalty imposed by this Section for each and every separate offense.

3. ENFORCEMENT

The City's Code Enforcement Division, Department of Public Works, the Police Department and any other City enforcement officers are authorized and directed to enforce this Part. The Director of the Department of Public Works is hereby authorized and directed to promulgate and establish reasonable rules and regulations for the collection, storage and disposal of solid waste in accordance with the terms herein and any other matters required to implement this Part. The City may change, modify, repeal or amend any portion of said rules and regulations at any time.

4. FORFEITURE AND SEIZURE

Any person or entity violating relevant provisions of this Part, including collection of trash outside of the zoned collection day, may be subject to

forfeiture and seizure of property as set forth in 53 P.S. §4000.1715 and 25 Pa.Code §271.431.

5. CONTINUED RIGHT AND CITY CONTRACT

The issuance of a hauler's license does not grant a continued right to any collector to haul or collect municipal waste or recyclables in the City and the City reserves the right to contract for municipal waste and recycling services or to initiate the public collection of municipal waste and/or recyclables at any time.

SECTION 2: All relevant ordinances, regulations and policies of the City of Reading, Pennsylvania not amended shall remain in full force and effect.

SECTION 3: If any section, subsection, sentence or clause of this ordinance is held, for any reason, to be invalid, such decision shall not affect the validity of the remaining portions of the Ordinance.

SECTION 4: This Ordinance shall become effective in ten (10) days, in accordance with Charter Section 219.

Enacted _____, 2007

Council President

Attest:

City Clerk

Submitted to Mayor: _____

Date: _____

Received by the Mayor's Office: _____

Date: _____

Approved by Mayor: _____

Date: _____

Vetoed by Mayor: _____

Date: _____

Bill No. _____

**AN ORDINANCE AMENDING THE CITY OF READING CODIFIED ORDINANCES BY
AMENDING CHAPTER 20 SOLID WASTE, SECTION 2 DUMPSTER PLACEMENT.**

THE COUNCIL OF THE CITY OF READING HEREBY ORDAINS AS FOLLOWS:

SECTION 1: Amending the Codified Ordinances by Chapter 20, Part 2 Dumpster Placement as attached in Exhibit A.

SECTION 2. This ordinance shall be effective ten (10) days after its adoption and approval by the Mayor, or repassage by City Council over the Mayor's veto, in accordance with Section 219 of the City of Reading Home Rule Charter, or as set forth in Section 221 of the City of Reading Home Rule Charter.

Enacted _____, 2007

President of Council

Attest:

City Clerk

Submitted to Mayor: _____
Date: _____

Received by the Mayor's Office: _____
Date: _____

Approved by Mayor: _____
Date: _____

Vetoed by Mayor: _____
Date: _____

PART 2 DUMPSTER PLACEMENT

§20-201. Definitions.

The following words and phrases when used in this Part shall have, unless the context clearly indicates otherwise, the meanings given to them in this Section:

BUSINESS DAY - that part of any day on which City Hall is open to the public for carrying on substantially all of its functions.

CART - any container which is made of rigid plastic, with two wheels, which is intended to be mechanically emptied and used for the purpose of temporarily holding refuse with a maximum capacity of ½ cubic yard or 96 gallons.

COMMERCIAL - a property relating to or connected with trade and traffic or commerce in general or a property which includes four or more separate residential dwelling units.

CONTAINER - any dumpster or cart.

CURBLINE - the line in the public right-of-way, constructed or proposed, as shown on the official map, that separates the portion of the public right-of-way dedicated to vehicular traffic from that dedicated to pedestrian traffic.

DUMPSTER - any container used for the purpose of storing refuse until the scheduled collection day with a capacity of 1 cubic yard (202 gallons) or greater.

DUMPSTER OWNER - one who rents dumpsters or toters to another (that is, a licensed hauler).

HAULER - any person, licensed or unlicensed, who collects, transports or disposes of recyclables, solid waste or refuse.

LICENSED HAULER - one who rents dumpsters or toters to another who has a valid City and State hauler's license.

LESSEE - a property owner or agent thereof who or leases a dumpster or toter from a licensed hauler as defined herein.

OBSTRUCTION - any structure or other object whatsoever that, in any manner, impedes, obstructs or otherwise limits or prevents that full and unrestricted use whatsoever, by the public, of any public right-of-way.

OFFICIAL MAP - the topographical survey of Reading, Pennsylvania, on file in the Engineering Office.

PASSABLE - free of any impediment or obstruction, whatsoever, that would hinder the travel of the public.

PERMANENT DUMPSTER - any dumpster - of a 3 cubic yards or less - intended to be used for an undetermined period of time for the purpose of solid waste storage.

PROPERTY OWNER/LESSEE - a property owner or agent thereof who owns or leases a dumpster or toter as defined herein or who applies and receives a permit for permanent placement of trash receptacle in the public right-of-way.

PUBLIC RIGHT-OF-WAY - the area between topographical building lines (for the purpose of this Part) set aside for public use or ownership as a street, alley, crosswalk, easement or other similar facility.

RESIDENTIAL - a property containing four or fewer separate dwelling units.

SIDEWALK - that portion of the sidewalk area for which paving is required by *Ord. 25-*

1889, 6/28/1889, §1 [§21-503].

SIDEWALK AREA - that portion of the public right-of-way occurring between the curbline and the topographical building line (for the purpose of this Part).

STREET PROPERTY LINE - the line that is coincident to and identical with the line marking the extremity of the public right-of-way as shown on the official map of the City of Reading.

TEMPORARY DUMPSTER - any dumpster intended to be used for a specified period of time for the purpose of construction, demolition or rehabilitation waste storage.

TOPOGRAPHICAL BUILDING LINE - the property line as shown on the official map of the City of Reading.

TOTER - any container which is made of rigid plastic, with two wheels, which is intended to be mechanically emptied and used for the purpose of temporarily holding of refuse with a maximum capacity of 2 cubic yards or 96 gallons

TRASH CAN - any container under 95 gallons made of rigid plastic or metal used to hold refuse that differs in any way from a cart (defined above).

TRASH RECEPTACLE - ~~any dumpster/cart or trash~~ container used for the storage of trash.

(Ord. 38-2005, 7/13/2005, §1)

§20-202. General.

1. ~~Dumpster, cart, or~~ trash receptacle lessees, owners, permittees shall be responsible for keeping the area around the container clean and sanitary as required by ~~herein~~, Health Code Regulations [Chapter 10, Part 1] and the Property Maintenance Code [Chapter 5, Part 6].
2. ~~Dumpster, cart, or~~ trash receptacles shall not be located in areas visible from the public right-of-way, unless permitted by the ~~Codes Enforcement Division~~ Department of Public Works.
3. Each property shall have no more than one cart per unit to a maximum of two carts per property address stored within the public right-of-way.

(Ord. 38-2005, 7/13/2005, §1)

§20-203. CONDITIONS OF USE.

1. Placement and Maintenance for Trash Receptacles.

A. **Placement.** Trash receptacles shall be located in the rear of properties and may not be visible from the public right-of-way area of a property. Trash receptacles shall not be stored within the public right-of-way on commercial, industrial property, or residential property unless it has been determined by the ~~Codes Enforcement Division~~ and Department of Public Works that no other location is available for trash storage and a permit for such storage has been obtained from the City.

~~B. The owner of the trash receptacles shall place and maintain, on the outside of each container in legible letters not less than 1 inch in height, the owners name or company logo, telephone number, the current city hauler permit number and the dumpster permit issued by the Codes Enforcement Division Department of Public Works for such container.~~

~~C. Each trash receptacle shall be covered at all times by a clean, leakproof, proper fitting and functioning lid.~~

(2) ~~D. Permanent Trash Receptacles~~

(1) **Outside View Of Or Public Right of Way.** Trash receptacles are permitted to be placed in areas that are not **in or** visible from the public right-of-way without obtaining a permit from the Codes Enforcement Division ~~Department of Public Works.~~

(2) **Generally Visible From or in Public Right of Way.** Trash receptacles may be permanently placed within the public right-of-way when it has been determined by the Code Enforcement Division and Department of Public Works that no other accessible location is available for trash collection and storage and the owner has received the necessary permit. The permit shall be placed on the trash receptacle. ~~The owner must first demonstrate that this trash receptacle is necessary to ensure the health and safety for area residents and patrons.~~ The Codes Enforcement Division in conjunction with the Department of Public Works shall have the authority to determine feasibility.

(3) **Historical Districts.** No permanent trash receptacles shall be allowed on any public right-of-way or be allowed to be visible from any public right-of-way in any area designated as a historic district in the Codified Ordinances of the City. **Where it is preclusive to place a trash receptacle out of view of the public right of way as a result of the design of the structure, the location of placement of the receptacle shall be determined and a permit issued accordingly upon consultation with the Codes Division and Historic Preservation Officer. Issuance of a permit for placement of a container in a historic district within the view of the public right of way is subject to the Historical District Ordinance, Ordinance 35-1999 Codified as Chapter 4 Part 1, where appropriate.**

~~without review and approval of the~~
~~Department of Public Works and the Historic Preservation Specialist pursuant to~~
~~Ord. 35-1999, 12/13/1999 [Chapter 4, Part 1 (Historical District Ordinance)].~~

~~E.~~ (4) **In Areas Under the Jurisdiction of the Downtown Improvement District.** No permanent trash receptacles shall be installed in any public right-of-way or be visible from any public right-of-way in any area under the jurisdiction of the Downtown Improvement District without review and approval by the Department of Public Works, Historic Preservation Specialist and the Downtown Improvement District Authority pursuant to *Ord. 134-1994, 1/11/1995* [Chapter 1, Part 4D].

B. **Identification.** The owner of the trash receptacles shall place and maintain, on the outside of each container in legible letters not less than 1 inch in height, the owners name, address receptacle is servicing (if private) ~~or company logo, telephone number, the current city hauler permit number and the dumpster~~ the permit issued by the **Codes Enforcement Division** ~~Department of Public Works~~ for such container, where applicable.

C. **Maintenance.** Each trash receptacle shall be covered at all times by a clean, leakproof, proper fitting and functioning lid. All trash receptacles shall not be loaded at any time in such a manner to constitute overloading thereby preventing suitable required covering.

(*Ord. 38-2005, 6/13/2005, §1*)

2. D. **Clearance Requirements.** Permitted trash receptacles shall not obstruct or otherwise limit or prevent the full and unrestricted use of any public right-of-way. Minimum sidewalk clearances of 5 feet must be retained at all times.

A.E. **Set Out Requirements.**

(1) Trash receptacles may be placed temporarily at curbside directly in front of the property being serviced no earlier than 8:30 p.m. the day before and shall be removed from the public right-of-way by 8:00 p.m. the day of schedule refuse collection.

~~(2) Trash receptacles may be permanently placed within the public right of way when it has been determined by the Department of Public Works that no~~

other accessible location is available for trash collection and storage and the owner has received the necessary permit. The permit shall be placed on the trash receptacle. The owner must first demonstrate that this trash receptacle is necessary to ensure the health and safety for area residents and patrons. The Department of Public Works shall have the authority to determine feasibility.

(3) Permanent trash receptacles in Historical Districts. No permanent trash receptacles shall be allowed on any public right of way or be allowed to be visible from any public right of way in any area designated as a historic district in the Codified Ordinances of the City with out review and approval of the Department of Public Works and the Historic Preservation Specialist pursuant to *Ord. 35-1999, 12/13/1999* [Chapter 4, Part 1 (Historical District Ordinance)].

(4) Permanent trash receptacles in areas under the jurisdiction of the Downtown Improvement District. No permanent trash receptacles shall be installed in any public right of way or be visible from any public right of way in any area under the jurisdiction of the Downtown Improvement District without review and approval by the Department of Public Works, Historic Preservation Specialist and the Downtown Improvement District Authority pursuant to *Ord. 134-1994, 1/11/1995* [Chapter 1, Part 4D].

(20, PART 2)

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(5) All trash receptacles shall not be loaded at any time in such a manner to constitute overloading thereby preventing suitable required covering.
(*Ord. 38-2005, 6/13/2005, §1*)

2. Placement and Maintenance Dumpsters

A. Placement. Dumpsters shall be located in the rear of properties and may not be visible from the public right-of-way area of a property. Dumpsters shall not be stored within the public right-of-way on commercial, industrial property, or residential property UNLESS it has been determined by the Department of Public Works **and the Codes Division** that no other location is available for trash storage and a permit for such storage has been obtained from the City.

(1) **Containers in Historic Districts.** No dumpsters shall be allowed on any public right-of-way or be allowed to be visible from any public right-of-way in any area designated as a historic district in the Codified Ordinances of the City. Where it is preclusive to place a dumpster out of view of the public right of way as a result of the design of the structure, the location of placement of the dumpster shall be determined and a permit issued accordingly upon consultation with the Codes Division and Historic Preservation Officer. Issuance of a permit for placement of a container in a historic district within the view of the public right of way is subject to the Historical District Ordinance, Ordinance 35-1999 Codified as Chapter 4 Part 1, where appropriate.

(2) **Containers in Areas Under the Jurisdiction of the Downtown Improvement District.** No containers shall be installed in any public right-of-way or be visible from any public right-of-way in any area under the jurisdiction of the Downtown Improvement District without review and approval pursuant to *Ord. 134-1994, 1/11/1995* [Chapter 1, Part 4D].

(3) **Sidewalk.** Containers of 3 cubic yards or greater may not be placed on sidewalk.

(4) **Street.** Containers of 3 cubic yards or less may not be placed in the street.

B. Identification. The dumpster owner shall place and maintain, on the outside of each dumpster in legible letters not less than 1 inch in height, the owners name or company logo, telephone number, the current city-hauler permit number and the dumpster permit issued by the **Codes Division** for such container. All dumpsters shall be fitted with Department of Transportation regulated reflective tape in a vertically stripped fashion on each of the four corners from the top of the base (or bottom), extending around each corner by a minimum of 2 feet. [Ord. 12-2005]

C. Maintenance. Each container shall be covered at all times by a clean, leakproof, proper fitting and functioning lid. All dumpsters shall be well painted, leak proof, in good repair, clean and free of offensive odors. All trash receptacles shall not be loaded at any time in such a manner to constitute overloading thereby preventing suitable required covering.

D. Containers in Historic Districts. No containers shall be allowed on any public right of way or be allowed to be visible from any public right of way in any area designated as a historic district in the Codified Ordinances of the City. Where it is preclusive to place a dumpster out of view of the public right of way as a result of the design of the structure, the location of placement of the dumpster shall be determined and a permit issued accordingly upon consultation with the Codes Division and Historic Preservation Officer. Issuance of a permit for placement of a container in a historic district within the view of the public right of way is subject to the Historical District Ordinance, Ordinance 35-1999 Codified as Chapter 4 Part 1, where appropriate.

E. Containers in Areas Under the Jurisdiction of the Downtown Improvement District. No containers shall be installed in any public right of way or be visible from any public right of way in any area under the jurisdiction of the Downtown Improvement District without review and approval pursuant to Ord. 134-1994, 1/11/1995 [Chapter 1, Part 4D].

F. Containers of 3 cubic yards or greater may not be placed on sidewalk.

G. Containers of 3 cubic yards or less may not be placed in the street.

D. Clearance Requirements. Permitted containers shall not obstruct or otherwise limit or prevent the full and unrestricted use, of any public right-of-way. Minimum sidewalk clearances of 5 feet must be retained at all times.

E.. Temporary and Permanent Dumpsters.

(1) **Temporary Dumpsters.** Temporary dumpsters, incidental to construction, rehabilitation or demolition work, may be placed within the public right-of-way for a maximum of 10 calendar days after receipt of the necessary permit. The permit shall be displayed on the dumpster. All temporary dumpsters/trash receptacles shall be well painted, leak proof, in good repair, clean and free of offensive odors and be fitted with Department of Transportation regulated reflective tape in a vertically stripped fashion on each of the four corners from top to bottom, extending around each corner by a minimum of 2 feet. All temporary dumpsters with contents shall be covered with a suitable cover or tarpaulin during: (a) periods of non-use; (b) night hours (6:00 p.m. to 6:00 a.m.); (c) high wind conditions; or (d) transport in order to prevent unauthorized use and/or scattering of any contents therein.

B. Permanent Dumpsters. Permanent dumpsters - 3 cubic yards or less - may be placed within the public right-of-way when it has been determined by the Codes Enforcement Division in conjunction with the Department of Public Works that no other location is available for trash collection and storage and the owner has received the necessary permit. The owner must first demonstrate that this dumpster is necessary to ensure the health and safety for area residents

and patrons. Dumpster 3 cubic yards or greater cannot be permanently placed in any right-of-way.

~~C. All dumpsters shall not be loaded at any time in such a manner to constitute overloading, thereby preventing suitable required covering.~~

~~6. Trash Receptacles.~~

~~A. Set Out Requirements.~~

~~(1) Trash receptacles may be placed temporarily at curbside directly in front of the property being serviced no earlier than 8:30 p.m. the day before and shall be removed from the public right of way by 8:00 p.m. the day of scheduled refuse collection.~~

~~(2) Trash receptacles may be permanently placed within the public right of way when it has been determined by the Department of Public Works that no other accessible location is available for trash collection and storage and the owner has received the necessary permit. The permit shall be placed on the trash receptacle. The owner must first demonstrate that this trash receptacle is necessary to ensure the health and safety for area residents and patrons. The Department of Public Works shall have the authority to determine feasibility.~~

~~(3) Permanent trash receptacles in Historical Districts. No permanent trash receptacles shall be allowed on any public right of way or be allowed to be visible from any public right of way in any area designated as a historic district in the Codified Ordinances of the City with out review and approval of the Department of Public Works and the Historic Preservation Specialist pursuant to Ord. 35-1999, 12/13/1999 [Chapter 4, Part 1 (Historical District Ordinance)].~~

~~(4) Permanent trash receptacles in areas under the jurisdiction of the Downtown Improvement District. No permanent trash receptacles shall be installed in any public right of way or be visible from any public right of way in any area under the jurisdiction of the Downtown Improvement District without review and approval by the Department of Public Works, Historic Preservation Specialist and the Downtown Improvement District Authority pursuant to Ord. 134-1994, 1/11/1995 [Chapter 1, Part 4D].~~

~~(20, PART 2)~~

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~~(5) All trash receptacles shall not be loaded at any time in such a manner to constitute overloading thereby preventing suitable required covering.~~

~~(Ord. 38-2005, 6/13/2005, §1)~~

3. Placement and Maintenance of Permanent Carts.

A. Placement. Carts shall be located in the rear of properties and may not be visible from the public right-of-way area of a property. Carts shall not be stored within the public right-of-way on commercial, industrial property, or residential property UNLESS it has been determined by the Department of Public Works **and the Codes Division** that no other location is available for trash storage and a permit for such storage has been obtained from the City.

(1) Containers in Historic Districts. No carts shall be allowed on any public right-of-way or be allowed to be visible from any public right-of-way in any area

designated as a historic district in the Codified Ordinances of the City. Where it is preclusive to place a cart out of view of the public right of way as a result of the design of the structure, the location of placement of the cart shall be determined and a permit issued accordingly upon consultation with the Codes Division and Historic Preservation Officer. Issuance of a permit for placement of a container in a historic district within the view of the public right of way is subject to the Historical District Ordinance, Ordinance 35-1999 Codified as Chapter 4 Part 1, where appropriate.

(2) Containers in Areas Under the Jurisdiction of the Downtown Improvement

District. No cart shall be installed in any public right-of-way or be visible from any public right-of-way in any area under the jurisdiction of the Downtown Improvement District without review and approval pursuant to *Ord. 134-1994*, 1/11/1995 [Chapter 1, Part 4D].

(3) Sidewalk. Carts of 3 cubic yards or greater may not be placed on sidewalk.

(4) Street. Carts of 3 cubic yards or less may not be placed in the street.

B. Identification. The cart owner shall place and maintain, on the outside of each dumpster in legible letters not less than 1 inch in height, the owners name or company logo, telephone number, the current city-hauler permit number and the permit issued by the **Codes Division** for such container. All carts shall be fitted with Department of Transportation regulated reflective tape in a vertically stripped fashion on each of the four corners from the top of the base (or bottom), extending around each corner by a minimum of 2 feet. [*Ord. 12-2005*]

C. Maintenance. All carts shall be well painted, leak proof, in good repair, clean and free of offensive odors. All carts shall not be loaded at any time in such a manner to constitute overloading thereby preventing suitable required covering.

D. Clearance Requirements. Permitted carts shall not obstruct or otherwise limit or prevent the full and unrestricted use, of any public right-of-way. Minimum sidewalk clearances of 5 feet must be retained at all times.

§20-204. Permits, Fees and Fines.

1. Temporary Dumpsters.

A. The cost of the permit shall be five dollars a day not to exceed \$75 in 10 calendar days with a minimum of \$25.

B. Permits for temporary dumpsters may be renewed for up to 10 calendar day increments at the sole discretion of the **Codes Enforcement Division** ~~Department of Public Works~~ if the work is deemed to be in the best interest of the public. Each renewal permit shall cost equal to the cost of the first 10 calendar days.

C. The permit shall be displayed on the trash receptacles for which the permit was issued.

D. In the event the City incurs costs described herein, an accounting of such expenses shall be delivered along with a bill to the licensed hauler at which time payment to City shall be due and payable. This shall have no effect on other action the City may take such as issuing citations for violations of this Part.

2. Permanent Dumpsters.

A. Permits shall be obtained by the licensed hauler and are required for each dumpster in the public right-of-way in the City of Reading. The licensed hauler applying for a dumpster permit shall list the address where the dumpster will be serviced.

B. The dumpster permits may be transferred to other locations within the City of Reading. The licensed hauler must provide the new service address within 1 business day prior to the relocation of service for the license to be transferred without fee or fine. The dumpster permit may be transferred to other locations within the City of Reading. The licensed hauler must provide the new service address prior to relocating the dumpster to the new address and a new permit will be issued without fee by the **Codes Enforcement Division** Department of Public Works, which must be placed on the dumpster.

C. The permit shall be displayed on the trash receptacles for which the permit was issued. The permit shall be issued for a period of 1 year.

D. The cost of the dumpster permit shall be \$150 annually. The lessee shall provide to the City, upon request, a copy of the lease agreement if applicable and the agreement with the licensed hauler with schedule of pickup.

E. In the event the City incurs costs described herein, an accounting of such expenses shall be delivered along with a bill to the licensed hauler, at which time payment to City shall be due and payable. This shall have no effect on other action the City may take such as issuing citations for violations of this Part.

~~F. Trash receptacles are permitted to be placed in areas that are not visible from the public right-of-way without obtaining a permit from the Department of Public Works.~~

3. Permanent Cart.

A. Permits shall be obtained by a licensed hauler and are required for each cart in the public right-of-way in the City of Reading. The licensed hauler applying for a cart permit shall list the address of the property where the cart will be serviced.

B. The cart permit permits may be transferred to other locations within the City of Reading. The licensed hauler must provide the new service address prior to relocating the cart to the new address and a new permit will be issued without fee by the Department of Public Works, which must be placed on the cart.

C. The permit shall be displayed on the cart in a conspicuous location. The permit shall be issued for a period of 1 year.

D. The cost of the cart permit shall be \$150 annually. The lessee shall provide to the City, upon request, a copy of the lease agreement if applicable and the agreement with the licensed hauler with schedule of pickup.

E. In the event the City incurs costs described herein, an accounting of such expenses shall be delivered along with a bill to the licensed hauler at which time payment to City shall be due and payable. This shall have no effect on other action the City may take such as issuing citations for violations of this Part.

F. Containers are permitted to be stored on private property without obtaining a permit.

(Ord. 38-2005, 6/13/2005, §1)

4. Trash Receptacle.

A. Permits shall be obtained by a property owner as required to place a trash receptacle permanently in the public right of way in the City of Reading. The property owner applying for a receptacle permit shall list the address of the property that the receptacle service.

B. The permit shall be displayed on the receptacle in a conspicuous location or be available for inspection upon request. The permit shall be issued for a period of 1 year.

C. The cost of the cart permit shall be \$?? annually.

D. In the event the City incurs costs described herein, an accounting of such expenses shall be delivered along with a bill to the licensed hauler at which time payment to City shall be due and payable. This shall have no effect on other action the City may take such as issuing citations for violations of this Part.

5. Property and Liability Insurance. Prior to the issuance by the City of any permit or other authority to erect, a dumpster, cart, or receptacle in the public right-of-way, the licensed hauler or person requesting such a permit thereof shall execute a hold harmless agreement in such form as the City shall provide, guaranteeing to defend, protect and compensate the City as a result of any cause of action which may be brought or perfected against the City in connection herewith; or shall deposit with the Law Department of the City of Reading, a certificate of insurance acceptable to the City Solicitor covering such licensed hauler for property damages in an amount of not less than \$50,000 for any one claim, and not less than \$100,000 for claims arising from the same undertaking, as well as public liability insurance in an amount of not less than \$100,000 from any one claim and not less than \$300,000 for more than one claim arising from the same undertaking, such certificate shall be for continuous coverage unless canceled by the insurance company at which time the appropriate offices of the City shall be notified, in writing, by such insurance company.

§20-205. Administrative Provisions.

1. **Regulations.** The ~~Director of Public Works~~ Manager of the Codes Enforcement Division may promulgate such regulations as are necessary for the proper administration and enforcement of this Part.

2. **Administrative Authority.** This Part shall be enforced under the jurisdiction of the City Codes Enforcement Division ~~Department of Public Works~~. Enforcement is delegated to and shared with the Codes Enforcement Division ~~Office~~, Police Department and the Department of Public Works.

3. Penalty.

A. Placement Without Permit.

Any person who has placed, places or causes to be placed any contained in the public right-of-way or view thereof without first obtaining authorization and a permit from the Codes Enforcement Division of the City of Reading upon notice by the City of Reading and failure to comply therewith shall be subject to the provisions and/or penalty as prescribed by this and any other applicable ordinance of the City of Reading.

A.B. Removal of Container.

(1) Any person who has placed, places or causes to be placed any container in the public right-of-way, when alternative storage and collection methods are available, shall immediately remove such container upon notice by the City and shall be subject to provisions and/or penalty as prescribed by this or other ordinances of the City of Reading.

(2) The failure of the licensed hauler to remove the container, upon notice by lessee or by the City to do so, shall be a violation of this Part and subject to provisions and/or penalty as prescribed by this or other ordinances of the

City of Reading herein.

B.C. Remedies.

(1) All violations of this Part shall be corrected within 5 days of notice from the City, or be subject to the fines below:

(a) Whoever violates any provision of this Part shall, upon conviction thereof, in a summary proceeding, be fined a minimum of \$100.00 but not more than \$1,000.00. If costs and damages are incurred, restitution shall be awarded to the City in addition to any fines or other penalties awarded herein.

(b) Every violator of the provisions of this Part shall be deemed guilty of a separate offense for each and every day such violation shall continue and shall be subject to the penalty imposed by this Section for each and every separate offense.

(c) Noncompliance with any of the provisions contained within this Part may result in the removal of any and all trash receptacles by the City of Reading or its delegates.

(Ord. 38-2005, 6/13/2005, §1)

ORDINANCE NO. _____-2007

AMENDING PART 5 BOARDS, DEPARTMENTS, COMMISSIONS, COMMITTEES AND COUNCILS, CHAPTER 1 ADMINISTRATION AND GOVERNMENT, BY ADDING PART N CITIZENS ENVIRONMENTAL ADVISORY BOARD.

WHEREAS, the City of Reading possesses many beautiful and natural assets that provide economic and social benefits to current and future generations of Reading residents;

WHEREAS, communities are dependent on their natural resources of land, air, and water and therefore responsible for restoring and preserving these invaluable assets; and,

WHEREAS, the City of Reading is committed to active environmental stewardship, as it is the only way to protect the vital natural resources endowed to our community; and

WHEREAS economic activity should serve the common good, be self-renewing, and build local assets and self-reliance whenever possible; and

WHEREAS a sustainable community seeks to enhance and unify these three key community indicia of well-being—social equity, economic self-reliance, and environmental balance—while taking precautions not to compromise the quality of life of future generations; and,

WHEREAS communities throughout the United States have established municipal sustainability Departments, environmental advisory boards or other entities to ensure the long-term local quality of life; and

WHEREAS local and regional sustainable and environmental initiatives will be fostered by the formation of an independent advisory board whose role is to increase awareness in both public and private sectors and to help guide actions to protect and sustain the environment by government, citizens, and businesses; and

WHEREAS, the City of Reading is equally committed to fostering collaboration between the citizenry and government through providing opportunity for volunteers to serve on boards, authorities and commissions.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF READING hereby ordains as follows:

SECTION 1: Part 5 Boards, Departments, Commissions, Committees and Councils, Chapter 1 Administration and Government of the City of Reading Codified Ordinances is hereby amended as follows; all other provisions of the City of Reading Codified Ordinances inconsistent herewith are repealed.

**CHAPTER 1 ADMINISTRATION AND GOVERNMENT
PART 5 BOARDS, DEPARTMENTS, COMMISSIONS, COMMITTEES AND
COUNCILS
N. ENVIRONMENTAL ADVISORY BOARD**

§ 1-599.41. PURPOSE

The EAB dually organized under these bylaws shall have the power to study environmental and sustainability issues at the request of City Council and make recommendations to Council on those issues. The EAB will work with City Council in an advisory capacity in an effort to help Council analyze environmental and sustainability issues and when appropriate issue recommendations on courses of action necessary to protect the health, safety and welfare of the residents of Berks County.

§ 1-599.42. MEMBERSHIP

- 1) The EAB is composed of seven (7) voting members, chosen to serve three year staggered terms and appointed by City Council. These members shall reflect the geographic, demographic, technical, and non-technical backgrounds of the citizens of Reading.
- 2) Advisory Board members having three or more unexcused absences in a calendar year may be replaced by City Council. Notification of potential dismissal from the Advisory Council will be mailed by the Chair to the board member following a second absence within a calendar year.

§ 1-599.43. MEETINGS AND VOTING

- 1) Monthly meetings. Regular meetings of the EAB will be determined by the membership of the EAB. Notices of a EAB meetings will be posted on the City of Reading website, the Municipal Access Channel and if necessary, a newspaper of general record.
- 2) Special Meetings. Special meetings may be requested by the Chair, or by a majority of the EAB members. Such special meetings shall be held at such place, date and hour as may be designated by the person or persons authorized herein to call such a meeting.

- 3) Written or phone notice of such a special meeting shall be given by the Chair to the Advisory Council members at least five(5) days and not more than twenty-one (21) days prior to the meeting. City Council and the public shall be notified for such meetings in appropriate manner; i.e. posting the date, time and location on the City website, posting on the municipal access channel, sending a letter to City Council, etc.
- 4) Quorum. In the event a quorum is not present at any meeting, the members may reschedule the meeting for a later date with the required notice. A quorum shall consist of more than 2/3 of the current voting members. The act of the majority of the members present at a meeting at which a quorum is present shall be the act of the Council.
- 5) Voting. Each member is entitled to one vote, with the voting governed by parliamentary procedure according to Robert's Rules of Order.
- 6) Notes: notes from meetings will be kept and copies of the meeting's notes will be sent to the City Clerks Office and each member of the EAB.
- 7) All meetings or portions of meetings at which action is taken shall be open to the public. However, the EAB may meet in closed session for discussion purposes, pursuant to "The Sunshine Act of 1987."

§ 1-599.44. OFFICERS AND COMPENSATION

- 1) Officers. The EAB shall elect from among their members a Chair and a Vice-Chair at the first meeting of each calendar year. Officers shall serve for one year or until their successors are elected.
- 2) Chair. The Chair shall preside at all meetings of the Board and shall have the duties and powers normally invested in the Office of Chair. He/she shall enforce the by laws and regulations of the EAB. He/she shall be the official spokesperson for the EAB.
- 3) Vice-Chair. The Vice-Chair shall carry out the Chair's duties in case of absence, incapacity, or resignation.
- 4) Secretary. The Secretary will be responsible for keeping the official minutes of the EAB and preparing all correspondence on behalf of the EAB.

- 5) Compensation. No board member shall receive any salary or payment for his/her services. Financial support of the EAB can be provided by City Council through the authorization of an appropriation to the General Fund Budget.

§ 1-599.45. DUTIES

- 1) To coordinate at the request of Council ongoing, and to propose and promote new environmental protection and sustainability initiatives among residents, businesses, governmental and non-governmental agencies, and educational organizations through education and outreach programs.
- 2) To advise and make recommendations to City Council, City Administration, and City boards, authorities and commissions on policies and programs that infuse the work of City government with an operating philosophy based on environmental protection and sustainability.
- 3) To recommend plans and programs to the appropriate agencies for promotion and conservation of natural resources and for the protection and improvement of the quality of the environment within the City of Reading and surrounding areas.
- 4) Make recommendations as to the possible use of open land areas within the the City of Reading.
- 5) To promote community environmental awareness programs.
- 6) Keep an index of all open areas, publicly or privately owned including but not limited to: flood prone areas, wetlands and other unique natural areas.
- 7) To prepare an annual report to City Council on its activities, goals and accomplishments.
- 8) For each issue that the EAB reviews, it will generate a report to City Council that sets forth its findings and dissenting opinions if any.
- 9) To consult and cooperate with other agencies, departments, boards, authorities and commissions of the City of Reading on environmental matters.

§ 1-599.46. BYLAWS

- 1) The Environmental Advisory Board Bylaws will be drafted and adopted by City Council.
- 2) If at any time the established bylaws are determined to be at conflict with EAB activities or impose too great a set of constraints, the EAB may request City Council amend the bylaws. The request, along with specific recommendations must be submitted to City Council in writing. Upon receiving a request for

amendment, City Council will meet with representatives of the EAB to discuss the request. Amendments to the EAB bylaws must be approved by City Council through Resolution.

- 3) City Council reserves the right to amend the bylaws of the EAB through the adoption of subsequent Resolutions.

§ 1-599.47. HEARINGS

- 1) In addition to those required by law, the EAB may hold public hearings when the EAB and City Council decide that such hearings will be in the public interest.
- 2) Except as required by law, notice of the time and place of such hearings, when on matters of widespread interest, shall be published in at least one newspaper of general circulation in the territorial jurisdiction of the hearing, not earlier than two weeks prior to the hearing. For matters of limited territorial interest, notice shall be given in such manner as is deemed appropriate by the EAB.
- 3) The matter before the EAB shall be presented in summary by some person designated by the Chair, and parties in interest shall have privilege of the floor.
- 4) No record or statement shall be recorded or sworn to by the EAB as evidence for any Court of Law without notice to the parties mentioned in the record or statement.
- 5) A record shall be kept of those speaking before the EAB at such hearings.
- 6) Copies of all testimony and other evidence provided at a Public Hearing must be forwarded to the City Clerks Office at the conclusion of the hearing.

§ 1-599.48. INTER MUNICIPAL COOPERATION

- 1) No part of this Ordinance shall prohibit the Reading Environmental Advisory Board from cooperating with similar organizations in other jurisdictions.
- 2) In the interest of efficiency the Reading Environmental Advisory Board may wish to form a joint board with other jurisdictions. Any merger shall be treated as an amendment of this ordinance requiring the approval of City Council.

SECTION 2: Council will appropriate \$500.00, as recommended by the Pennsylvania Department of Environmental Protection to cover basic operating expenses, which will enable the board to function effectively.

SECTION 3: Effectiveness of Ordinance. This Ordinance will become effective in ten (10) days, in accordance with Charter Section 219.

Enacted _____, 2007

Council President

Attest:

City Clerk

Submitted to Mayor: _____
Date: _____

Received by the Mayor's Office: _____
Date: _____

Approved by Mayor: _____
Date: _____

Vetoed by Mayor: _____
Date: _____

BILL NO. _____-2007

A N O R D I N A N C E

AUTHORIZING THE CONVEYANCE OF EAST READING POOL AND ITS SURROUNDING PREMISES SITUATE AT 535 SOUTH 14 ½ STREET, READING, BERKS COUNTY, PENNSYLVANIA TO THE CITY OF READING AND FOR THE CITY TO UNDERTAKE OWNERSHIP AND OPERATION OF EAST READING POOL AS WELL AS EXECUTION OF ALL NECESSARY DOCUMENTS TO ACCOMPLISH THE SAME

WHEREAS, East Reading Swimming Association is the owner of certain real property located at 535 South 14 ½ Street, Reading, Berks County, Pennsylvania also known as East Reading Pool ("East Reading Pool").

WHEREAS, the East Reading Pool is need of repairs to continue operation.

WHEREAS, the Association is underfunded to make the requisite repairs.

WHEREAS, the City of Reading ("City") desires to make the requisite repairs to East Reading Pool to permit it to continue to operate and serve the members of the Association and public of the City of Reading.

WHEREAS, in consideration of making the necessary repairs for continued operation of East Reading Pool, the City of Reading desires to obtain possession and takeover operations of the pool.

WHEREAS, the Association wishes to convey East Reading Pool and its operations to the City.

WHEREAS, the City of Reading desires to undertake ownership of said premises and operations of the East Reading Pool.

NOW, THEREFORE THE COUNCIL OF THE CITY OF READING HEREBY ORDAINS AS FOLLOWS:

SECTION 1. The City of Reading is hereby authorized and shall obtain possession and accept conveyance from East Reading Swimming Association of East Reading Pool and its surrounding premises situate at 535 South 14 ½ Street, Reading, Berks County, Pennsylvania. Said conveyance is contingent upon the terms and conditions of the Agreement between the City of Reading and East Reading Swimming Association as attached hereto, made a part hereof and marked as Exhibit "A." To accept conveyance of East Reading Pool, the City of Reading is authorized to issue payment therefor per the terms set forth in Exhibit "A" and any and all applicable federal, state and City of Reading applicable laws, statutes, ordinances, policies, regulations and procedures. Upon conveyance the City of Reading by and through it

Department of Public Works is authorized to overtake operations of the East Reading Pool and commence the necessary and appropriate actions for the requisite repairs pursuant to applicable City of Reading ordinances, policies and procedures.

The Mayor of the City of Reading is hereby authorized to execute any and all documents necessary for the City's acceptance of conveyance of East Reading Pool, 535 South 14 ½ Street, Reading, Berks County, Pennsylvania, including but not limited to a deed, or deeds, a Sales Agreement, and Agreement between the City of Reading and East Reading Swimming Association outlining the terms of the conveyance as well as any other required documents to complete the conveyance of legal title.

SECTION 2: All relevant ordinances, regulations and policies of the City of Reading, Pennsylvania not amended hereby shall remain in full force and effect.

SECTION 3: If any section, subsection, sentence or clause of this ordinance is held, for any reason, to be invalid, such decision shall not affect the validity of the remaining portions of the Ordinance.

SECTION 4: This Ordinance shall become effective in ten (10) days, in accordance with Charter Section 219.

Enacted _____, 2007

President of Council

Attest:

City Clerk

Submitted to Mayor: _____

Date: _____

Received by the Mayor's Office: _____

Date: _____

Approved by Mayor: _____

Date: _____

Vetoed by Mayor: _____

Date: _____

EXHIBIT A

AGREEMENT

This Agreement ("Agreement") made and entered into this ____ day of _____, 2007 by and between the CITY OF READING ("City"), by and through its authorized representatives, a Pennsylvania municipality having its principal office located at 815 Washington Street, Reading, Pennsylvania

AND

EAST READING SWIMMING ASSOCIATION, ("Association") by and through its authorized representative, _____, with a registered address of PO Box 12185 Reading, Pennsylvania 19612.

BACKGROUND

East Reading Swimming Association is an association created to own, operate and oversee the East Reading Pool located at 535 South 14 ½ Street, Reading, Berks County, Pennsylvania.

Association is the owner of certain real property located at 535 South 14 ½ Street, Reading, Berks County, Pennsylvania also known as East Reading Pool ("East Reading Pool").

The pool of East Reading Pool is need of repairs to continue operation.

The Association is underfunded to make the requisite repairs.

The City desires to make the requisite repairs to East Reading Pool to permit it to continue to operate and serve the members of the Association and public of the City of Reading.

In consideration of making the necessary repairs for continued operation of East Reading Pool, the City of Reading desires to obtain possession and take over operations of the pool.

The Association wishes to convey possession of East Reading Pool and turn over its operations to the City.

The City and Association have agreed to certain terms regarding change of ownership, possession and operation of East Reading Pool.

The parties desire to confirm the terms of their agreement in writing, thus they enter into this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto, INTENDING TO BE LEGALLY BOUND HEREBY, agree as follows:

1. The Association agrees to convey by way of quit claim deed the property known as at 535 South 14 ½ Street, Reading, Berks County, Pennsylvania a/k/a East Reading Pool to the City and take all necessary actions and execute the appropriate paperwork to undertake such dedication.
2. The City agrees to pay the outstanding monies due to National Loan Investors _____(Address) Recorded on _____ at the Berks County Recorder of Deeds at Book ____ and Page ____ between said Bank and the Association.
3. The parties agree that the term pool herein shall be construed to include the pool, all its surrounding premises, and structures on said premises.
4. The City agrees that the name of the pool not change and shall remain as East Reading Swimming Association.
5. The City agrees to permit the Association and its Board of Directors ("Board") (hereinafter jointly referred to as "Association") thereof to remain in place.
6. The City agrees to keep the Association's Board of Directors informed to the best of its ability.
7. The Association agrees to annually provide the City a list of its officers and their contact information including but not limited to addresses, phone numbers and alternative phone numbers, e.g. cell or work.
8. The City agrees to operate and maintain the pool for a minimum of five (5) years. Should the City elect at the end of said period to discontinue its ownership and operation of the East Reading Pool, the Association shall have right of first refusal to purchase and overtake ownership and operations of the pool for a sum to be determined upon performance of a complete business evaluation.
9. The City agrees that following its first full year / season of operation of the pool it will hold discussions with the Association regarding funding and operational needs of the pool, including but not limited to discussions regarding contributions by the Association for operation of the pool.
10. The City agrees to provide the Association's Board quarterly statements detailing the pool's operational needs.
11. The City agrees to, within the best of its ability, consult with and keep the Association via its Board informed regarding all matters impacting its members and

stockholders. It is further agreed by the City that it shall not take any action against a member or stockholder prior to consultation with the Board, excluding any action taken by the police or as a result of the need to call police arising from an incident at the pool.

12. The City agrees to make all capital improvements at its expense to East Reading Pool necessary to comply with all applicable federal, state and local requirements as determined through inspections by the appropriate personnel and independent consultant to permit the Pool to continue to operate. A true and correct copy of the report setting forth the requisite capital improvements to be undertaken by the City as determined by the appropriate personnel and independent consultant is attached hereto, made a part hereof and marked as Exhibit "A."

13. The City agrees to maintain the pool, all surrounding grounds and accessory buildings, at its sole expense, in compliance with all applicable federal, state and local requirements and to provide all maintenance services required and necessary chemical and janitorial supplies.

14. The City agrees to be responsible for all costs of utilities for operation of the pool, surrounding grounds, accessory buildings and the concession stand.

15. The parties agree that the terms of this Agreement shall be in effect and fully enforceable so long as the City retains ownership and operation and maintains the pool and its surrounding premises and structures.

16. The City agrees to permit the Association and its Board to continue their fundraising efforts to include an amount agreed upon by the parties annually via memberships and other activities to meet the pool's operational needs.

17. The City agrees to provide the Association a key to the pool for access for its fundraisers and events as agreed to by the City on an annual basis. The City reserves the right to require return of the key should it be determined that the Association fails to comply with its obligations herein or abuses possession of the key.

18. The Association agrees to encourage its members to pay all fees associated with membership directly to its appropriate Board personnel. However, should such arrangements be impracticable the City agrees to accept monies related directly to membership including but not limited to membership fees and dues, fines and penalties, fundraisers, donations, and gifts at the gatehouse provided the Association provides the City the method of properly recording and documenting receipt of such monies via receipt book and envelopes. The City agrees that monies received at the gatehouse related to membership of the Association shall be provided solely to the Association's President, Vice-President or Financial Secretary.

19. The City agrees to permit the Association under the oversight of its Board and City Department of Public Works to operate the concession stand at the Pool. The

City, however, will not preclude the public from bringing food and drink to the pool from outside sources.

20. The City agrees to permit the Association to retain all profits from operation of the concession stand.

21. The Association agrees to operate the concession stand in accordance with all applicable laws, statutes, regulations and ordinances except as otherwise set forth herein.

22. The Association agrees that it shall be responsible for and assume the costs of obtaining all other City requisite approvals for operation of the concession stand including but not limited to obtaining the necessary permits from the City of Reading.

23. The Association shall obtain a Business Privilege License for and be responsible for payment of Business Privilege Tax on gross receipts from operation of the concession stand.

24. City agrees to exempt the Association and its operation of the concession from all City taxing requirements but for those set forth in Paragraph 23 above.

25. The Association agrees that it shall assume all costs associated with staffing, supplies, and minor equipment and small appliances for the concession stand, including but not limited to the requisite benefits and insurance coverage for the employees and/or volunteers thereof.

26. The Association agrees to staff the concession stand in accordance with all applicable laws, statutes, regulations and ordinances.

27. The City agrees to cover the concession stand structure and major equipment and appliances for the stand under its policy of liability and fire insurance for the Pool which shall also list the Association as an Additional Insured.

28. The City agrees as part of its capital improvements to purchase at its sole expense any necessary major equipment and appliances for the concession stand. Such purchases will be in accord with the City's Purchasing Policy. Additionally, purchases and installation of major equipment and appliances for the concession stand will be pursuant to all applicable federal, state and City, statute, laws, and regulations.

29. The City will be responsible for staffing the requisite personnel for operation of the pool, including a swim teach coach, excluding the concession stand, and providing the required benefits, insurance, etc and withholding the appropriate taxes for said employees. Said personnel shall be employed per the City's ongoing laws, practices, regulations, policies as well as applicable federal and state laws, statutes and regulations.

30. The City shall give preference to existing Association staff to meet the staffing needs of the remaining operations of the Pool in accordance with all applicable law, statutes, regulations, policies, practices and ordinances.

31. The Association agrees to select and maintain its Membership in accord with any and all applicable federal, state and local laws, statutes, and regulations. The Association agrees to indemnify the City for any action arising from failure to abide by this provision including but not limited to defending the City in such actions and reimbursing it for any legal fees it may incur for defending itself in such matters.

32. Prior to commencement of each swim season, the Association shall provide the City a list of all its members and stockholders.

33. The City agrees in conjunction with the Association to create a method to determine members of the Association in good standing, eg, identification cards.

34. The City agrees to permit Members in good standing with the Association free admission to the pool during normal hours of operation. Members of the Association not in good standing may enter the pool during normal hours of operation upon payment of the daily fee or purchase of a pass.

35. The Association will develop additional benefits exclusive to its members and stockholders on an annual basis including but not limited to first right to reserve the facility for private functions, and member exclusive activities such as moonlight swims. The Association must present the additional benefits to the City for approval by _____ (fill in date). The City reserves the right to accept, deny or alter the additional membership benefits developed by the Association.

36. The City agrees, as permitted under all applicable federal, state and local laws, statutes, regulations, ordinances, etc. to provide benefits to members and stockholders of the Association as agreed upon annually between the City and the Association. Such benefits shall be confirmed in writing as an Addendum to this Agreement and executed as such by the parties on an annual basis.

37. The Association agrees not to permit any individuals to use the swimming pool during any Association function unless a lifeguard employed by the City is on duty.

38. The Association shall be permitted to utilize the pool and its surrounding grounds and structures free of charge throughout the year including but not limited to fundraisers per the provisions herein. Notice of any event by the Association at the pool shall be provided to the City as soon as practicable after its scheduling but in no event less than one (1) week prior thereto. Should the Association event permit use of the swimming pool, the Association shall bear the costs incurred by the City for the lifeguards.

39. The City agrees to operate the pool each year commencing on the Saturday before Memorial Day through Labor Day daily from 12:00 PM (Noon) to 8:00 PM prevailing Eastern Time except as provided for in this Agreement.

40. Should the need arise for early closure of the pool as a result of inclement weather, etc, such closure will be in accord with City practices and policies in similar operations by the City.

41. The City will establish on an annual basis a fee structure for costs for public admission to the pool on a daily basis and reservation of the pool and its grounds, and pavilions for private functions. Said fee structure shall be in accord with similar operations by the City. The fee structure shall be provided to the Association, however, it is not subject to their approval. Reservation of the pool for private functions shall be in accord with all City established ordinances, policies, practices and procedures.

42. The City will continue to permit utilization of the pool by the special interest groups, e.g., childcare facilities, during normal operation hours or as agreed to by the Department of Public Works at a rate to be determined as part of the annually established fee schedule.

43. The Association and City agree that a swim team utilizing the pool as its home pool shall be permitted to remain as a separate entity.

44. The Association agrees to create a membership that permits City residents to join the Association for the sole purpose of joining the swim team per the requirements of the Berks County Swimming Association.

45. The City agrees to permit said swim team free use and access to the pool for practices. It is further agreed that the City shall provide a lifeguard(s) during swim team practices at no cost to the Association. The City, at no expense to the Association, shall employ a coach for the swim team coach pursuant to all applicable federal, state and local laws, regulations, statutes, ordinances, policies, practices and procedures.

46. The City agrees to close the pool to the public at 4:00 PM prevailing Eastern Time on days the swim team as a home meet. The City shall provide lifeguards for the duration of a home swim team meet at no expense to the Association. A schedule of the swim team's home meets shall be provided to the City immediately upon its completion.

47. The City agrees to permit free admission to swim meet spectators. However, should there be a public swim following conclusion of the swim meet, the City reserves the right to require a fee for admission to such an event.

48. The City and Association agree that the pool and its premises and structures shall be designated a non smoking area. The Association agrees that it shall strictly enforce the non smoking policy during all of its events and any time it utilizes the pool and premises.

49. Service of Notice. All notices required or permitted to be given to either party by the other party under any provisions of this Agreement shall be in writing and shall be deemed served:

(A) When delivered by hand or by Federal Express or similar service to that party's address set forth below during normal business hours; or

(B) When mailed to any other person designated by that party in writing herein to receive such notice, via certified mail, return receipt requested.

Notice shall be given to the following:

(A) If to City:

City Clerk

City of Reading
815 Washington Street
Reading, PA 19601

With a copy to:

Director of Public Works / Engineer
City of Reading
503 North Sixth Street
Reading, PA 19601

(B) If to East Reading Swimming Association:

East Reading Swimming Association
PO Box 12185
Reading, PA 19612

With a copy to:

The President, Vice-President and Secretary of the Association for the subject year at the address provided annually as required by this Agreement.

50. Except as otherwise set forth herein, e.g., purchase of minor equipment, obtaining insurance and benefits for the volunteers, scheduling inspections and paying for the necessary permits and licenses and paying the requisite taxes relating to operation the concession stand, the Association shall have no responsibility for the payment of any costs and/or expenses associated with operation, maintenance and upkeep of the pool and related facilities including but not limited to any costs associated with improvements, repairs, equipment, taxes, water and sewer, lifeguards and employees.

51. The City shall defend, indemnify and hold the Association harmless from and against any and all claims, demands, liabilities, property damages or losses from personal injury sustained as a result of, arising from, or in any way connected with operation of the Pool and all surrounding grounds owned by the City, its servants or agents, excepting, however, such claims or damages as may be due to or caused by the acts of the Association, its servants, agents or volunteers.

52. The City shall defend, indemnify and hold the Association harmless from and against all actual claims, demands, liabilities, damages, losses and out-of-pocket expenses including reasonable fees and disbursements of counsel, caused by or arising out of any breach of this Agreement and/or breach of any representation or warranty made by the City in this Agreement.

53. Should the Association, or anyone acting on their behalf, be required to incur attorney fees and costs to enforce this agreement, the City agrees to indemnify and hold them harmless for all such fees and costs.

54. The Association shall defend, indemnify and hold the City harmless from and against any and all claims, demands, liabilities, property damages or losses from personal injury sustained as a result of, arising from, or in any way connected with operation of the concession stand and/or those caused by or arising from the acts of the Association, servants, agents or volunteers.

55. The Association shall defend, indemnify, and hold the City harmless from and against all actual claims, demands, liabilities, damages, losses and out-of-pocket expenses including reasonable fees and disbursements of counsel, caused by or arising out of any breach of this Agreement and/or any breach of any representation or warranty made by the Association in this Agreement.

56. Should the City of Reading, or anyone acting on their behalf, be required to incur attorney fees and costs to enforce this agreement, the Association agrees to indemnify and hold them harmless for all such fees and costs.

57. Except as otherwise provided herein, this Agreement shall extend to and bind the heirs, personnel representatives, successors and assigns of the parties hereto.

58. Severability. If any provision of this Agreement, or the application thereof to any party or circumstance, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to other parties or circumstances, shall not be affected thereby and to this end, the provisions of this Agreement are declared severable.

59. Amendments. This Agreement contains the entire understanding between the parties hereto with respect to the subject matter hereof, supersedes all prior conversations, discussions and negotiations with respect to the subject matter hereof and may not be amended, modified or terminated except in writing and duly executed by the parties hereto.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

60. Governing Law. This Agreement and all controversies hereunder shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without regard to its principles of conflicts of law.

IN WITNESS WHEREOF, the parties hereto by and through themselves, their respective representative and their counsel, agree to the foregoing terms and conditions and have their hands and seals hereto, the day and year first written above.

EAST READING SWIMMING ASSOCIATION

Signature

Signed, sealed and delivered on this
_____ day of _____, 2007
in the presence of:

Print Name

Title

Notary

CITY OF READING

Thomas M. McMahon
City of Reading
Mayor

Signed, sealed and delivered on this
_____ day of _____, 2007
in the presence of:

Notary

Attest:

City Clerk

Commonwealth of Pennsylvania :
: ss.
County of Berks :

On this ____ day of _____, 2007, before me, the undersigned officer, personally appeared _____, known to me (or satisfactorily proven) to be the person whose name is subscribed as _____ of the City of Reading, and that he as such officer being authorized to do so, executed the within instrument for the purposes therein contained by signing the name of the City of Reading by himself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public

Commonwealth of Pennsylvania :
: ss.
County of Berks :

On this ____ day of _____, 2007, before me, the undersigned officer, personally appeared _____, known to me (or satisfactorily proven) to be the person whose name is subscribed as _____ of the East Reading Pool Association, and that he/she as such officer being authorized to do so, executed the within instrument for the purposes therein contained by signing the name of East Reading Pool Association by himself/herself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public

BILL NO. _____-2007

A N O R D I N A N C E

AUTHORIZING THE MAYOR TO EXECUTE A CERTAIN "CONSENT AND JOINDER" TO JOIN IN AN AMENDED PETITION TO TERMINATE THE CLINTON F. EARL TRUST AND CONSENT TO THE RELIEF REQUESTED THEREIN.

WHEREAS, on March 4, 1946, Clinton F. Earl (decedent) died testate; and

WHEREAS, in his Will, the decedent directed that 25% of the residue of his estate be used for purchasing property for park purposes, preferably woodland on Mount Penn or Neversink Mountain; and

WHEREAS, the court appointed a certain trustee over said portion of the residue;
and

WHEREAS, the trust has existed until the present and the current trustee, Wachovia Bank, N.A., petitioned the court to dissolve said trust; and

WHEREAS, the City of Reading objected to the dissolution petition; and

WHEREAS, a proposed amicable resolution to the distribution of trust assets exists (Exhibit "A" attached); and

WHEREAS, the City of Reading agrees to the proposed distribution.

NOW, THEREFORE THE COUNCIL OF THE CITY OF READING HEREBY ORDAINS AS FOLLOWS:

1. **SECTION 1.** The Mayor is authorized to execute the "Consent and Joinder" to effect the City of Reading's joinder in the Amended Petition to Terminate the Clinton F. Earl Trust as well as to consent to the relief stated therein.

SECTION 2. This Ordinance shall be effective ten (10) days after passage and approval by the Mayor, or as provided in the City of Reading's Charter.

Enacted _____, 2007

President of Council

Attest:

City Clerk

BILL NO. _____ 2007
A N O R D I N A N C E

**AN ORDINANCE AMENDING THE CITY OF READING CODIFIED
ORDINANCES CHAPTER 11 - HOUSING**

THE CITY OF READING CITY COUNCIL HEREBY ORDAINS AS FOLLOWS:

SECTION 1. Chapter 11 Housing of the City of Reading Codified Ordinances is hereby amended as follows.

Chapter 11 Housing is renamed to Chapter 11 Housing - Rental

§ 11-101 PURPOSE

The purpose of this ordinance and the policy of the City of Reading shall be to protect and promote the public health, safety and welfare of its citizens, to establish rights and obligations of owners and occupants relating to residential rental units in the City and to encourage owners and occupants to maintain and improve the quality of rental housing within the community. As a means to these ends, this ordinance provides for a systematic inspection program, registration and licensing of residential rental units, and penalties.

In considering the adoption of this ordinance, the City makes the following findings:

1. There is a growing concern in the community with the general decline in the physical condition of residential rental units;
2. City records indicate there is a greater incidence of problems with the maintenance and upkeep of residential properties which are not owner occupied as compared to those that are owner occupied;
3. City records indicate there are a greater number of disturbances at residential rental units than all other properties combined; and
4. City records indicate that violations of the various codes are generally less severe at owner-occupied units as compared to residential rental units.

§ 11-102 DEFINITIONS

As used in this Chapter, certain terms are defined as follows:

BUSINESS PRIVILEGE LICENSE – a license issued by the City of Reading Tax Division per City of Reading Codified Ordinance Chapter 24 Taxation, Special Part 5 Business Privilege Tax authorizing one to perform business including for purposes of this Ordinance renting.

BUSINESS PRIVILEGE TAX – the tax payable to the City of Reading Division of Tax per City of Reading Codified Ordinance Chapter 24 Taxation, Special Part 5 Business Privilege Tax on, for purposes of this Ordinance, the annual gross receipts derived from rental of a property or unit.

CAPACITY TO RENT - any dwelling unit that is fit for habitation by humans as determinable by applicable Building and Property Maintenance Codes [Chapter 5, Part 6], and is not the owner's primary residence and as is permitted by the City of Reading Zoning Ordinance.

CODES - any State or local code or ordinance adopted, enacted or in effect in and for the City of Reading including, but not limited to, the International / City of Reading Building Code, Existing Building Code, Plumbing Code, Mechanical Code, Electrical Code, Fire Code, and Residential Code, and City of Reading Property Maintenance Code, Zoning Ordinance, Recycling and Solid Waste Ordinance, and general nuisance ordinances.

CODES ENFORCEMENT DIVISION –

CODES OFFICIAL – a City of Reading employee or authorized agent sworn to enforce the City of Reading Codes and Codified Ordinances.

DISRUPTIVE CONDUCT - any form of conduct, action, incident or behavior perpetrated, caused or permitted by any occupant or visitor of a rental unit that is so loud, untimely (as to hour of the day), offensive, riotous, or that otherwise disturbs other persons of reasonable sensibility in their peaceful enjoyment of their premises, or causes damage to said premises such that a report is made to a police officer and/or a public officer complaining of such conduct, action, incident, or behavior. It is not necessary that such conduct, action, incident or behavior constitute a criminal offense, nor that criminal charges be filed against any person in order for said person to have perpetrated, caused or permitted the commission of disruptive conduct, as defined herein. Provided, however, that no disruptive conduct shall be deemed to have occurred unless a public officer or a police

officer shall investigate and make a determination that such did occur, and keep written records, including a disruptive conduct report, of such occurrences. The tenant and the owner, operator, responsible agent or manager shall be notified of any such occurrences, in writing.

DISRUPTIVE CONDUCT REPORT - a written report of disruptive conduct on a form to be prescribed therefor to be completed by a police officer or a public officer, as the case may be, who actually investigates an alleged incident of disruptive conduct and which shall be maintained by the Department of Police and Codes Enforcement Division.

DWELLING UNIT - a single unit providing complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation.

HOTEL UNIT - any room or group of rooms located within a hotel or motel forming a single habitable unit used or intended to be used for living and sleeping only on a transient basis for a period of less than 30 days.

LOCAL RESPONSIBLE AGENT -

MULTIPLE DWELLING UNIT - any dwelling containing two or more dwelling units.

OCCUPANT / TENANT - A person renting or letting a rental unit from the owner thereof.

OWNER - any person, agent, operator, firm or corporation having a legal or equitable interest in the property; or recorded in the official records of the state, county or municipality as holding title to the property; or otherwise having control of the property, including the guardian of the estate of any such person, and the executor or administrator of the estate of such person if ordered to take possession of real property by a court.

PERSON - any individual, firm, corporation, association, partnership or entity.

PUBLIC OFFICER - anyone authorized to enforce the City of Reading Codified Ordinances.

QUALITY OF LIFE -

RENTAL UNIT - a rooming unit or a dwelling unit let for rent, or an other-than

owner-occupied unit. A rental unit shall not include a hotel unit. A rental unit includes dwelling units under lease-purchase agreements, or long-term (greater than 6 months) agreements of sale.

RESTITUTION – for the purposes of this Chapter restitution shall be the amount of the fee due for obtaining of the Rental Permit.

ROOMING HOUSE - a building arranged or occupied for lodging, with or without meals, for compensation and not occupied as a one or two family dwelling.

SALES AGREEMENT -

TWELVE (12) MONTH PERIOD – for purposes of this ordinance twelve (12) month period shall be calculated by counting twelve (12) months back from the most recent disruptive conduct report.

ZONING - City of Reading Zoning Ordinance.

ZONING PERMIT – A permit issued by the City of Reading Zoning Division per the City of Reading Zoning Ordinance authorizing and/or registering a unit as a rental.

§ 11-103 PERMIT REQUIRED

No person shall let, rent or cause to be occupied any dwelling or dwelling unit, nor shall any person operate a rooming house, or let to another for occupancy, any room in a rooming house unless that person first applies for and obtains a permit issued by the City of Reading Codes Enforcement Division. Occupancy of a dwelling unit or rooming unit is precluded until a Rental Permit has been issued.

§11-104 APPLICATION FOR PERMIT

Applications for and registration of a rental permit for a dwelling unit or a rooming unit shall be made in writing on forms prepared and provided by the City of Reading Codes Enforcement Division and shall be accompanied by payment of the applicable permit fee. Such forms shall require, but not shall not be limited to requiring, the following information and shall be signed and sworn to by the owner of such dwelling unit or rooming unit:

1. The names, addresses, date of birth and telephone numbers, business, home and cell of all of the owners of the dwelling unit or rooming unit. If the owner is a corporation or partnership, a true and correct copy of the Articles of Incorporation or Partnership Agreement shall be

provided in conjunction with a document identifying the officers of the corporation or the partners of the partnership.

2. The name, address, date of birth and telephone numbers, business, home and cell, of the responsible local agent as required by this Ordinance.
3. The owner(s) and responsible local agent shall submit as proof of identification a government issued identification card. The proof of identification shall be presented to the Codes Enforcement Division with the application for photocopying and attachment thereto. Where the owner is a corporation or partnership, proof of identification of at least one of the officer of the corporation or partnership must be presented by said individual.
4. The address of the premises at which the dwelling unit or rooming unit is located.
5. Identification of the unit as a dwelling unit or rooming unit.
6. The number of dwelling units or rooming units located on the premises at which the dwelling unit or rooming unit is located.
7. A copy of Zoning Permit authorizing or registering the dwelling unit or rooming unit as a rental unit attached. If the dwelling unit or rooming unit contains more than one unit, then the Zoning Permit attached shall indicate the authorized number of units. If the dwelling unit or rooming unit has been certified as a non-conforming use per the City of Reading Zoning Ordinance and applicable state law, then a copy of the Certificate of Non-Conforming Use shall be attached.
8. A copy of the Business Privilege License under which the owner will be renting the dwelling unit or rooming unit and reporting gross receipts therefrom under.
9. Proof of a valid contract with a trash hauler licensed by the state for trash removal / collection from the dwelling unit or rooming unit including the name, address and telephone number of the trash hauler. Alternatively, proof of participation of the dwelling unit or rooming unit on the City of Reading trash collection program.

10. Proof of participation of the dwelling unit or rooming unit on the City of Reading recycling program.
11. A copy of the written lease form the owner intends to have the occupants / tenants of each permitted dwelling unit or rooming unit to execute with a copy of the Addendum required herein attached thereto.
12. The owner shall furnish with the application for rental permit a floor plan, drawn to scale, with the measurements of each room within the dwelling unit or rooming unit. The scale drawing shall only be required with the first application after enactment of this Ordinance. If there are changes to the floor plan, the owner shall submit the revised floor plan with the application first submitted after the changes to the floor plan were made accompanied by copies of all valid permits as required for such revisions.
13. A list of other properties in the City of Reading owned and rented by the applicant owner.
14. Confirmation to the satisfaction of the Codes Enforcement Division that the property of the rental unit is current on all City of Reading taxes, fees and utility charges.
15. A completed Tenant Listing on a form prepared and provided by the Codes Enforcement Division providing the following information of all persons occupying the structure for which the permit is sought, including children under 18 years of age, full name, date of birth (if date is unknown, year of birth) unit, apartment or floor number / designation (where applicable), and term of lease including date of entry and departure. If the owner has reason to believe that such disclosure may jeopardize the personal safety and well-being of a tenant or occupant and provides the Codes Enforcement Division with such information and documentation to support such belief as may be reasonably required by the Codes Enforcement Division, shall disclosure shall not be required.
16. A place to indicate approval or denial of the application and date thereof as well as and location for print name, signature and title of person approving or denying the application.

§11-105 RENEWAL OF RENTAL PERMIT

It shall be the responsibility of the owner of the dwelling unit or rooming unit to request and submit an application for renewal of a Rental Permit. The owner of every dwelling unit or rooming unit must renew his/her Rental Permit for each such dwelling unit or rooming unit each year by the first of July. An application for renewal of Rental Permit with the requisite fees may be submitted between May 1 and June 30 of each year. All renewal applications received after the first of July of each year shall be subject to revocation of the Rental Permit and/or doubling of the fee set forth herein. To renew a Rental Permit the owner must complete the application on the form prepared and provided by the Codes Enforcement Division and pay the applicable fee. Except as set forth in this Ordinance, on a three year basis, renewal of a Rental Permit is not subject to an inspection. An application for renewal of a Rental Permit may be denied resulting in nonrenewal of the permit as set forth herein. Failure of the owner to renew a permit will be considered a surrendering of the Rental Permit and will require vacation of all occupants / tenants of the dwelling unit or rooming. To reobtain a Rental Permit after its surrender, the owner will after to submit a new initial application and undergo the requirements thereof. Any waiver of such requirements is at the discretion of the Codes Enforcement Division Manager or his/her designee.

§11-106 TRANSFER OF OWNERSHIP

A. It shall be the duty of each owner of a dwelling unit or rooming unit to notify the Codes Enforcement Division, in writing, of any change in ownership of the premises.

B. A Rental Permit issued hereunder is not automatically transferable to any person or entity who has acquired ownership of the dwelling unit or rooming unit. To preclude displacement of occupants / tenants, immediately upon execution of a Sales Agreement, the proposed new owner shall complete and submit to the Codes Enforcement Division an application for an initial Rental Permit as prescribed herein. Said application and issuance of permit shall be evaluated per the provisions hereof, including but not limited to performance of an inspection. In no event shall an application for an initial Rental Permit be submitted later than fifteen (15) dates after date of transfer. Failure to submit an application within the aforesaid time frame shall result in revocation of the Rental Permit and vacation of the dwelling unit or rooming unit. Said requirements are in addition to those set forth in the City of Reading Property Maintenance Code requiring sworn notification by a owner to a new owner of violations existing at the property.

§11-107 INSPECTION

A. INITIAL APPLICATION

Upon receipt of a fully completed application for an initial rental permit for a dwelling unit or rooming unit and receipt of payment of the applicable fee for rental permit, the Codes Enforcement Division shall within ten (10) days of said receipt schedule an exterior and interior inspection of the dwelling unit or rooming unit to be performed no later than thirty (30) days from said receipt to determine if the dwelling unit or rooming unit is compliant with the applicable City of Reading Codes and Codified Ordinances. If the Codes Enforcement Official performing the inspection determines that the dwelling unit or rooming unit complies with the applicable City of Reading Codes and Codified Ordinances, the Official shall so advise the owner and inform them that they may obtain their Rental Permit from the City of Reading Codes Enforcement Division.

In the event the Code Official determines that the dwelling unit or rooming unit is in violation of the applicable City of Reading Codes and Codified Ordinances, the Codes Enforcement Division shall be instructed not to issue the Rental Permit. Additionally, the Code Official shall issue a Notice of Violation as provided for in the appropriate Code. Further, if the violation is not corrected within the time frame established on the Notice of Violation, the Code Official shall commence the appropriate legal proceedings as permitted by the applicable Code. The owner shall notify the Codes Enforcement Division of correction, remediation and/or abatement of the violation. Within ten (10) days of receipt of said notification from the owner, the Codes Enforcement Division shall schedule a reinspection of the dwelling unit or rooming unit to determine if the violations set forth in the Notice of Violation have been remedied, corrected and/or abated. If the Codes Official determines that the violations have been remedied, corrected and/or abated in accordance with the applicable City of Reading Codes and Codified Ordinances, the Code Official shall so advise the owner and Codes Enforcement Division and in so doing authorize issuance of the Rental Permit. Occupancy of the dwelling unit or rooming unit is prohibited until a Rental Permit is issued.

B. THREE YEAR RENEWAL INSPECTIONS

An inspection of the dwelling unit or rooming unit shall be performed on every three (3) years.

Upon receipt of a fully completed application for a renewal Rental Permit, as provided for herein, three (3) years from application for and issuance of the initial Rental Permit for a dwelling unit or rooming unit and receipt of payment of the applicable fee for rental permit, the Codes Enforcement Division shall within ten (10) days of said receipt schedule an exterior and interior inspection of the dwelling unit or rooming unit to be performed no later than thirty (30) days from said receipt to determine if the dwelling unit or rooming unit is compliant with the applicable City of Reading Codes and Codified Ordinances. If the Codes Enforcement Official performing the inspection determines that the dwelling unit or

rooming unit complies with the applicable City of Reading Codes and Codified Ordinances, the Official shall so advise the owner and inform them that they may obtain their Rental Permit from the City of Reading Codes Enforcement Division. In the event the Code Official determines that the dwelling unit or rooming unit is in violation of the applicable City of Reading Codes and Codified Ordinances, the Codes Enforcement Division shall be instructed not to issue the Rental Permit. Additionally, the Code Official shall issue a Notice of Violation as provided for in the appropriate Code. Further, if the violation is not corrected within the time frame established on the Notice of Violation, the Code Official shall commence the appropriate legal proceedings as permitted by the applicable Code. In addition, should the Code Official find violations s/he shall also order the owner to vacate the dwelling unit or rooming unit as operation thereof is prohibited without a Rental Permit.

The property shall remain vacated until the Codes Official determine that the violations have remedied, corrected and/or abated. The owner shall notify the Codes Enforcement Division of correction, remediation and/or abatement of the violation. Within ten (10) days of receipt of said notification from the owner, the Codes Enforcement Division shall schedule a reinspection of the dwelling unit or rooming unit to determine if the violations set forth in the Notice of Violation have been remedied, corrected and/or abated. If the Codes Official determines that the violations have been remedied, corrected and/or abated in accordance with the applicable City of Reading Codes and Codified Ordinances, the Code Official shall so advise the owner and Codes Enforcement Division and in so doing authorize issuance of the Rental Permit.

C. ROUTINE INSPECTION

The Codes Enforcement Division shall perform routine inspections on all dwelling units and rooming units subject to the provisions of the applicable City of Reading Codes and Codified Ordinances.

D. COMPLAINT INSPECTIONS

Nothing in this Ordinance shall preclude the Codes Enforcement Division / Code Official from performing an inspection upon receipt of a complaint of violation of the City of Reading Codes and Codified Ordinances existing at the dwelling unit or rooming unit. Said inspections shall be in accord with the applicable Codes and Ordinances and regulations and policies established by the City of Reading Codes Enforcement Division. A complaint of violation shall include but not be limited to a violation of a City of Reading Code or Ordinance, e.g., Property Maintenance Code and/or Disruptive Conduct Report.

E. NOTICE

All notices scheduling an inspection shall be mailed via regular mail to the owner of record with a copy mailed via regular mail to the local responsible agent and posted on the premises.

F. FAILURE TO APPEAR FOR INSPECTION

If the owner or his/her local responsible agent fail to cannot be available at the proposed time, said owner or representative shall provide no less than twenty-four (24) hour written notice to the Codes Enforcement Division Upon failure to give such written notice or upon failure to gain entry, an administrative fee of Fifty Dollars (\$ 50.00) will be assessed against the owner or representative of the owner failing to supply written notice or appear. For each rescheduling beyond the second rescheduling an administrative fee of One Hundred Dollars (\$100.00) shall be assessed in all cases. Failure to pay administrative fees shall at the discretion of the Code Official constitute a violation of this Code or the City of Reading Property Maintenance Code.

§11-109 PERMIT

Upon compliance by the owner of the dwelling unit or rooming unit of the requirements of this Chapter, the City of Reading Codes Enforcement Division shall issue a Permit thereto in a form on paper under the letterhead of the City of Reading Codes Enforcement Division prepared thereby which shall include but not be limited to the following:

1. Name, address and telephone numbers, home, business and cell of owner.
2. Name, address and telephone numbers, home, business and cell of local responsible agent.
3. Number of occupants / tenants permitted to occupy in said dwelling unit or rooming unit as authorized by the City of Reading Codified Ordinances, including but not limited to the Zoning Ordinance and Property Maintenance Code.
4. Date of last application inspection, e.g., initial or three year.

5. A place for date and initials of Code Official indicating performance of a routine or complaint inspection and whether or not violations were found.
6. Date of issuance of permit.
7. Date of required renewal of permit.
8. Printed name of person issuing permit.

§ 11-110 POSTING OF THE PERMIT

The Rental Permit shall be conspicuously posted and maintained in the dwelling unit or rooming unit and shall be available for inspection by the City Code Officials. In addition to posting of the permit, the owner shall post in a conspicuously place at or near the entrance of the dwelling unit or rooming unit in a manner available for inspection by the City Code Officials:

1. The name, mailing address and telephone numbers of the owner and local responsible agent.
2. The evenings on which garbage and recycling are to be placed curbside for collection and the set out requirements defined in the Solid Waste Ordinance, found in Chapter 20 of the City's Codified Ordinances.
3. The telephone number to call to register complaints regarding the physical condition of the rental unit.
4. The telephone number for emergency police, fire and medical services.
5. The date of expiration of the rental registration or rental license.
6. A summary of the owner's and occupant's duties under this Part.

Failure to maintain posting and maintenance of the Rental Permit and aforesaid requisite information as required herein shall subject the owner to penalties of this Ordinance.

§ 11-111 LOCAL RESPONSIBLE AGENT

A. DESIGNATION

Any owner who rents, leases or lets a dwelling unit or rooming unit shall designate and appoint an adult individual to serve as the responsible local agent for such dwelling unit or rooming unit. The owner and responsible local agent shall be jointly and severally legally responsible for operation of the dwelling unit and rooming unit and its compliance with the City of Reading Codes and Codified Ordinances and the laws of the Commonwealth of Pennsylvania. The local responsible agent shall also be responsible for providing the Code Official with access to the dwelling unit or rooming unit for the purpose of making inspections necessary to ensure such compliance. A responsible local agent is required to reside within Berks County, Pennsylvania. An owner may designate him/herself as a responsible agent if s/he resides within Berks County, Pennsylvania.

B. POSTING OF RESPONSIBLE LOCAL AGENT

The name, address, and contact information including but not limited to telephone number, business, home and cell of the responsible local agent shall be conspicuously posted and maintained in the dwelling unit or rooming unit and shall be available for inspection by the City Code Officials upon request. Failure to maintain posting and maintenance of the information of the responsible local agent as required herein shall subject the owner to penalties of this Ordinance.

§11-112 OCCUPATION OF PREMISES WITHOUT RENTAL PERMIT

It shall be unlawful for the owner of any dwelling unit or rooming unit or any agent thereof to allow, rent, lease or let or otherwise permit occupancy of any dwelling unit or rooming unit by another or to represent to the general public that such dwelling unit or rooming unit is for rent, lease, let or occupancy unless a current Rental Permit is obtained for such dwelling unit or rooming unit.

§11-113 OWNER AND OCCUPANT DUTIES.

A. OWNER'S DUTIES.

It shall be the duty of every owner, operator, responsible agent or manager to keep and maintain all rental units in compliance with all applicable codes and provisions of all applicable State laws and regulations and local ordinances, and to keep such property in good and safe condition and to be aware of, and to act to eliminate disruptive conduct in such rental units.

It shall be unlawful for any person to conduct or operate or cause to be rented either as owner, operator, responsible agent or manager any rental unit within the City of Reading without having a rental registration or a rental license.

The owner, operator, responsible agent or manager shall include the amendment attached hereto as the Addendum to rental agreement in each lease of a rental unit taking effect on or after May 1, 2007. Said amendment is hereby considered to be a part of every lease of a rental unit in the City of Reading executed on or after May 1, 2007.

It shall be the responsibility of every owner, operator, responsible agent or manager to employ policies and to manage the rental units under his/her control in compliance with the provisions of this Part, City codes and applicable State laws.

B. OCCUPANT DUTIES.

The occupant(s) shall comply with all obligations imposed unto by this Part and by the City of Reading codified ordinances including, but not limited to, Chapter 2 Animals, Chapter 3 Bicycles, Chapter 5 Code Enforcement Part 6 Property Maintenance Code, Chapter 6 Conduct, Chapter 10 Health and Safety, Chapter 15 Motor Vehicles and Traffic, Chapter 20 Solid Waste and Chapter 21 Streets and Sidewalks as well as all State laws and regulations.

The occupant(s) shall conduct themselves and require other persons including, but not limited to, guests on the premises and within their rental unit with their consent, to conduct themselves in a manner that will not disturb the peaceful enjoyment of the premises by others and that will not disturb the peaceful enjoyment of adjacent or nearby dwellings by people occupying the same.

The occupant(s) shall not engage in, nor tolerate, nor permit others on the premises to cause damage to the rental unit or engage in disruptive conduct, or other violations of this Part, City codes or applicable State laws.

Police officers or public officers shall investigate alleged incidents of disruptive conduct. They shall complete a disruptive conduct report upon a finding that the reported incident constitutes disruptive conduct as defined herein. The information filed in said report shall include, if possible, the identity of the alleged perpetrators of the disruptive conduct and all other obtainable information, including the factual basis for the disruptive conduct described on the prescribed

§11-114 OWNERS SEVERALLY RESPONSIBLE.

If any regulated dwelling unit or rooming unit is owned by more than one person, in any form of joint tenancy, as a partnership, corporation or otherwise, each persons shall be jointly and severally responsible for the duties imposed under the terms of this Chapter and shall be severally subject to prosecution for the violation of this Chapter.

§ 11-115 FEES FOR RENTAL PERMIT

A. FEE SCHEDULE

Fees required for application of Rental Permit shall be:

1. PERMIT
 - a. Single rented dwelling unit \$50 per year
 - b. Each single room (rooming unit) \$25 per year
2. REINSPECTION

The initial and first subsequent inspection upon an application for either an initial or three year renewal shall be included in the Permit Fee. A fee in the amount of \$ 25 shall be charged for any second or subsequent inspection required for approval of an initial or three year renewal application.

B. NUMBER OF UNITS

For the purpose of determining the number of units or rooms to be included in a permit, the following definitions shall apply:

1. Efficiency apartments and rented rooms used for purposes other than sleeping shall be considered a dwelling unit.
2. Any dwelling unit or room occupied by the owner/operator of a multiple unit dwelling shall be included in the total number of units or rooms, as well as any unit or room occupied by the spouse, son, daughter, mother, father, sister or brother of the owner or operator.

C. WAIVER OF FEES

The permit fees established in subsection A above shall be waived under the following conditions:

1. If the owner, or operator, or the spouse, son, daughter, mother, father, sister or brother of the owner or operator occupy the unit.
2. If the owner or operator is the United States government, the Commonwealth of Pennsylvania, the City of Reading, Pennsylvania or any agency thereof.
3. If the owner or operator is a corporation or association organized and operated exclusively for religious, charitable or educational purposes, or for one or more such purposes, provided that no part of the net earnings or profits of which inure to the benefit of any private shareholder, individual, corporation or partnership.
4. Licensed real estate brokers or agents or financial institutions that purchase or acquire dwellings for the sole purpose of resale of the property shall be exempt from obtaining a rental permit.
5. Persons who have acquired property for the sole purpose of renovating and resale of the property may be exempt from obtaining a rental permit based upon approval of an application for exemption on the form prescribed.

D. EFFECT OF WAIVER OF FEES

The waiver of fees contained in subsection C above, shall not exempt the owners or local responsible agent from compliance with this Chapter and all other applicable Codes, Codified Ordinances, rules, regulations of the City of Reading and laws of the Commonwealth of Pennsylvania, unless otherwise specifically exempted herein.

E. FEE NON-REFUNDABLE

The fee paid as part of the application for a Rental Permit is non-refundable even if the application is denied.

§11-116 PERMIT EXEMPTION

A. EXEMPT UNITS

1. All property owned by the Housing Authority of the City of Reading or the Housing Authority of the County of Berks which is inspected annually by those agencies to assess conformance with Federal standards, or properties that are inspected annually for compliance with the requirements of the United States Department of Housing and Urban Development or the Pennsylvania Housing Finance Agency, regardless of the occupants, shall be exempt from the permitting provisions of this Part.

2. The permitting provisions of this Chapter shall not apply to hospitals, nursing homes or other rental units used for human habitation which offer full time supervision and provide medical or nursing services, and wherein all operations of such facilities are subject to County, State or Federal licensing or regulations concerning the health and safety of the users, patients or tenants. The permitting provisions of this Chapter also shall not apply to hotel units, as defined previously, as defined in the City's Zoning Ordinance [Chapter 27].

B. LOSS OF EXEMPTION

If, in response to a complaint, an exempt unit is found to be in violation of a City code, the owner, operator, local responsible agent, manager shall correct the violation(s) within the time frame cited by the public officer or police officer. If the violation(s) is/are not corrected, the unit shall lose its exemption until the violation(s) is/are corrected. If three verified complaints are received in any 12-month period, the unit shall lose its exemption for a period of 5 years.

§11-117 TENANT INFORMATION

In addition to supplying information of the tenants of the dwelling unit or rooming unit on the initial or renewal application for a Rental Permit, the owner or the local responsible agent shall on or before June 1 and December 1 of each year shall provide to the City of Reading Codes Enforcement Division on a form prepared and provided by said Division information of all tenants or other persons, including children under 18 years of age, occupying the dwelling unit or rooming room for which they are required to have a Rental Permit the full name, date of birth (year of birth if date of birth is unknown), unit, floor or apartment number / designation and term of lease, date of entry and anticipated departure date.

The owner shall notify the City of Reading Codes Enforcement Division of changes in the tenant listing within ten (10) days of such change by submitting an updated tenant listing on the form prepared and provided by the Codes Enforcement Division. In so doing, the owner shall notify the City of the name of the person whom is no longer residing at the dwelling unit or rooming unit.

If the owner has reason to believe that such disclosure may jeopardize the personal safety and well-being of a tenant or occupant and provides the Codes Enforcement Division with such information and documentation to support such belief as may be reasonably required by the Codes Enforcement Division, shall disclosure shall not be required.

Failure to provide the required information or failure to update such information as required by this Chapter are hereby made subject to the penalties set forth in this Chapter.

§11-118 OFFICIAL NOTICES

All official notices including but not limited to Notices of Violation relating to a dwelling unit or rooming unit shall be served on the owner with a copy to the local responsible agent. All official notices shall be by first class mail to address of record of the owner and local responsible agent and posting of the dwelling unit or rooming unit. The address of record of the owner shall be that provided by the County of Berks. Any owner change of address must be performed through the County of Berks Recorder of Deeds / Assessment Office. The address of record of the local responsible agent shall be that provided by the owner on the most recent permit application. It is the responsibility of the owner to change the address thereof or the identity or address of the local responsible agent per the requirements hereof. There shall be a rebuttable presumption that any notice required to be given under this Chapter shall have been received by owner and/or local responsible agent if the notice was given in the manner provided. A claim of lack of knowledge by the owner of any violation hereunder or City of Reading Codes shall not be a defense to license nonrenewal, suspension or revocation proceedings as long as all notices prerequisite to institution of such action were given and deemed received in accord with the applicable provisions of this Chapter.

§11-119 DENIAL OR NONRENEWAL OF A RENTAL PERMIT FOR FAILURE TO COMPLY WITH APPLICATION, CHAPTER AND/OR FAILURE TO PASS INSPECTION

A. TIMING

A decision to deny or not renew an application for a Rental Permit for the reasons set forth herein shall be made within five (5) working days of receipt of the application as indicated on the time stamp by the Codes Enforcement Division.

B. BASIS FOR DENIAL OR NONRENEWAL UNDER THIS SUBCHAPTER

1. A Rental Permit shall be denied and/or nonrenewed upon failure of the owner to comply with the application requirements set forth in this Chapter.

2. An application for an initial or renewed permit shall also be denied upon proof of failure of owner or local responsible agent to comply with the requirements of this Chapter including but not limited to the posting requirements, submission of tenant listing, fail to appear for more than one (1) schedule inspection and non compliance with owner's duties.

3. A Rental Permit shall not be issued or renewed upon the failure of dwelling unit or rooming unit to pass an initial or tri-annual inspection as required by subsection 11-107(A) and (B) of this Chapter.

B. NOTICE

Notification of the decision to deny or not renew an application for an initial or renewal of a Rental Permit shall be issued by the Codes Enforcement Division Manager or his/her designee within fifteen (15) working days of receipt of the application. The notification shall specify the reason for denial or refusal or renew an application for a Rental Permit citing the requirement therefor. Said notice shall be in accord with the requirements therefor of this Chapter.

C. RIGHT TO CURE

At the discretion of the Codes Enforcement Manager or his/her designee notification of the denial or nonrenewal of a Rental Permit may provide the owner an opportunity to cure the basis for the denial or nonrenewal. If said opportunity is provided, the notification must specify the time period provided for curing of the basis for the denial or refusal to renew a Rental Permit. Upon failure of the owner or local responsible agent to cure the basis for the denial within the time period given, the decision of the Codes

Enforcement Division Manager of his/her designee to deny or not renew a Rental Permit shall stand and the sole recourse shall be an appeal. Nothing in this section is to interpreted to override the requirements and right to resolve failure to pass inspection as required above as part of the initial and three year inspection process.

D. APPEAL

The denial of an initial or renewal application for a Rental Permit for the reasons set forth above may be appealed to the Housing Board of Appeals by submission of such a request with payment of the appropriate fee made in writing to the Manager of the Codes Enforcement Division within ten (10) days of receipt of notification of such denial.

§11-120 SUSPENSION OF RENTAL PERMIT

A. WARNING NOTICE REQUIRED PRIOR TO SUSPENSION OF RENTAL PERMIT

1. Prior to suspension of a rental license, the Code Official shall provide written notice of violation to the owner of any dwelling unit or rooming unit.

2. The written notice of violation shall inform the owner of the rental property, dwelling unit or rooming unit and the owner's responsible local agent that a written correction plan shall be submitted to the Code Official within five (5) days after receipt of the notice of violation. Failure to submit an acceptable correction plan will result in suspension of all applicable housing permits.

3. The notice of violation shall inform the owner of the rental property, dwelling unit or rooming unit that the owner may request an informal meeting with the Code Official to discuss the violations within five (5) days of the receipt of the notice of violations. Owners requesting a meeting may request that the owner's responsible local agent represent the owner and act on the owner's behalf.

4. This subsection shall be issued in conjunction with and not in lieu of the requisite notices of violations regarding under City of Reading Codes including but not limited to the Property Maintenance Code.

5. The notice of violation / warning and notice of suspension shall be served in accord with the Official Notice requirements set forth in this Chapter.

B. SUSPENSION PROCEDURES

1. The Code Official shall notify the owner of the suspension of a rental license for a dwelling unit or rooming unit by written notice sent by certified mail or delivered in person. The notice shall advise the owner of the property address of the dwelling unit or rooming unit, the effective dates of the suspension, the reason for the suspension, the effect of the suspension, penalties that can be imposed for violation of the suspension and appeal rights and procedures.

2. The Code Official shall set forth the effective date of the suspension in such manner so that suspension commences on the first day following expiration of the ten (10) days to file an appeal of the Code Official's determination.

3. No rental permit shall be renewed for six months for the first suspension and 12 months for each subsequent suspension within a five (5) year period beginning on the effective date of the suspension.

4. During the time a rental license is suspended, if any additional points accumulate against the dwelling unit or rooming unit, the rental license suspension may be extended up to an additional 12 months.

C. EFFECT OF SUSPENSION

Upon the commencement of suspension, the dwelling unit or rooming unit shall be secured by the owner, and no person, firm, or corporation shall operate or rent/lease to another for residential occupancy any dwelling unit or rooming unit during such time that the rental license for such unit is revoked. The transfer of the ownership of a rental property by an owner to an entity in which such owner holds an ownership or equity interest will not void the existing accumulated points relating to such rental property or void any existing suspension relating to such rental property.

D. DEFENSE

When tenants and/or occupants are culpable for violations resulting in a suspension notice, the owner may request reinstatement of the housing permit upon eviction of the tenants.

E. APPEAL PROCEDURE FOR SUSPENSION INITIATED BY THE CODE OFFICIAL

An appeal of a suspension of Rental Permit shall be made by submitting the appropriate fee and a request for an appeal to the Housing Board of Appeal in writing to the Manager of Codes Enforcement Division within (10) days of receipt of the Notice of Suspension.

F. OFFENSES

For purposes of this chapter, offenses are those as set forth, but not limited to the following ordinances or statutes:

1. Occupancy: Refers to regulations relating to occupancy of rooming units, dwelling units and dwellings as contained in Chapters 43 and 112 of the Codified Ordinances of the City of Reading .

2. Refuse: Refers to regulations relating to Garbage, Rubbish and Refuse, under the City of Reading Codified Ordinances including but not limited to the Property Maintenance Code, Health Code and Solid Waste and Recycling Ordinance.

3. Property maintenance (interior and exterior): Refers to regulations relating to City of Reading.

4. Sidewalks: Refers to regulations relating to snow and ice removal contained in the Streets and Sidewalks, Chapter 95 of the City of Reading Codified Ordinances.

5. Noise: Refers to regulations relating to Noise Disturbance, Chapter 73 of the City of Reading Codified Ordinances.

6. Vegetation: Refers to regulations relating to Brush, Grass and Weeds, per the City of Reading Codified Ordinances including but not limited to the Property Maintenance Code and Health Code.

7. Disorderly conduct: Refers to enforcement by the City of Reading Police Department of Section 5503, Crimes Code, Act of Dec. 6, 1972, P.L. 1482, No. 334, 18 Pa. C.S.A. § 5503.

8. Dogs: Refers to regulations relating to Animals and Health under Chapters ?? and ?? of the City of Reading Codified Ordinances.

9. Fire Prevention Code: Refers to regulations to the City of Reading Fire Prevention Code.

10. Zoning violations and related offenses.

11. Failure to appear in court and related offenses.

12. Any other offense that renders the dwelling, unit, or room inhabitable.

G. IMMEDIATE SUSPENSION

Placarding and condemning of a property per the City of Reading Property Maintenance Code shall result in immediate suspension of a Rental Permit. Notwithstanding any other provision of this Chapter, the permit shall be reinstated upon performance of an inspection, payment of the appropriate fee for removal of the placard per the Property Maintenance Code and submission with the appropriate fee and approval of an application for a Rental Permit.

H. SUSPENSION AND DISRUPTIVE CONDUCT

Nothing in this subchapter shall be interpreted to preclude enforcement under the Disruptive Conduct subchapter set forth herein.

I. REINSTATEMENT OF RENTAL PERMIT SUBSEQUENT TO SUSPENSION

To obtain reinstatement of a Rental Permit subsequent to a suspension and period therefor, an owner must resubmit an application and undergoing the process for an initial application including but not limited to an undergoing an inspection and payment of the appropriate fee.

§11-121 NOTICE, VIOLATION AND PENALTIES

A. NOTICE

1. Form. A notice of a violation shall be in accordance with all of the following:

- a. Be in writing.
- b. Include a description of the real estate sufficient for identification.
- c. Include a statement of the violation or violations and why the notice is being issued.
- d. Include a correction order allowing a reasonable time to make the repairs and improvements required to bring the dwelling unit or structure into compliance with the provisions of this code.
- e. Inform the property owner of the right to appeal.

2. Service. Service shall be accomplished when completed in the matter set forth in §11-???.

3. Applicability. The requirements of this subsection shall only apply to notices of violations under this Chapter and where requisite notice is not provided for.

B. VIOLATIONS

It shall be unlawful for any person, as either owner or local responsible agent of a rental dwelling unit or rooming unit for a Rental Permit is required to operate without a valid, current permit issued by the City of Reading authorizing such action. It shall also be unlawful for any person, either owner or local responsible agent, to allow the number of occupants of dwelling unit or rooming unit to exceed the maximum limit as set forth on the license or to violate any other provision of this Chapter. Further, it shall be unlawful for any occupant to violate this Chapter.

C. PROSECUTION OF VIOLATION.

If the notice of violation is not complied with, the Code Director, his designee or code official shall institute the appropriate proceeding at law or in equity, to restrain, correct or abate such violation, or to require the removal or termination of the unlawful occupancy of the structure in violation of the provisions of this code or of the order or direction made pursuant thereto. Any action taken by the authority having jurisdiction on such premises shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate. Notwithstanding the above, nothing will prevent the Code Director, his designee or code official from commencing a summary offense criminal action via the issuance of a non-traffic citation in accord with the Pennsylvania Rules of Criminal Procedures in the court of appropriate jurisdiction and the violation shall be deemed a strict liability offense.

D. PENALTIES

Any person who shall violate any provision of this Chapter, shall upon conviction thereof, be sentenced to pay a fine of not less than three hundred dollars (\$300.00) and not more than one thousand dollars (\$1000.00) plus costs and restitution. In default of payment of said fine and costs to a term of imprisonment of not more than ninety (90) days. Each day that violation of this Chapter continues or each Section of this Chapter which shall be found to have been violated shall constitute a separate offense.

E. NONEXCLUSIVE REMEDIES

The penalty provisions of this Section and the license nonrenewal, suspension and revocation procedures provided in this Chapter shall be independent, nonmutually exclusive separate remedies, all of which shall be available to the City of Reading as may be deemed appropriate for carrying out the purposes of this Chapter. The remedies and procedures provided in this Chapter for violation hereof are not intended to supplant or replace to any degree the remedies and procedures available to the city in the case of a violation of any other City of Reading Code or Codified Ordinances, whether or not such other code or ordinance is referenced in this Chapter and whether or not an ongoing violation of such other code or ordinance is cited as the underlying ground for a finding of a violation of this Part.

§11-122 DISRUPTIVE CONDUCT

A. INVESTIGATION AND REPORT OF DISRUPTIVE CONDUCT

Police officers or public officers shall investigate alleged incidents of disruptive conduct. They shall complete a disruptive conduct report upon a finding that the reported incident constitutes disruptive conduct as defined herein. The information filed in said report shall include, if possible, the identity of the alleged perpetrators of the disruptive conduct and all other obtainable information, including the factual basis for the disruptive conduct described on the prescribed form. A copy of the disruptive conduct report shall be given or mailed to the occupant and mailed to the owner and local responsible agent within ten (10) working days of the occurrence of the alleged disruptive conduct.

B. APPEALS

The occupant, owner or local responsible agent shall have ten (10) working days from the date of receipt of a disruptive conduct report to appeal the contents of said disruptive conduct report. The appeal shall be made in writing and submitted to the Manager of the Codes Enforcement Division. An appeal of the third disruptive conduct report within a 12-month period shall stop the eviction proceedings against the occupants until the appeal is resolved, only if the eviction proceedings were a direct result of the third disruptive conduct report.

C. EVICTION

After three (3) disruptive conduct incidents in any 12-month period by an occupant documented by disruptive conduct reports, the owner or local responsible agent shall have ten (10) working days from the date of his/her receiving the notice to begin eviction proceedings against the occupants. This paragraph is not intended to limit or inhibit the owner or local responsible agent's right to initiate eviction actions prior to the third disruptive conduct incident.

D. SUSPENSION OR REVOCATION OF RENTAL PERMIT

Failure of an owner or local responsible agent to take action required in subsection C above will result in the commencement of the process to suspend a Rental Permit per the process established herein, notwithstanding any other requirements therefor.

E. REINSTATEMENT OF RENTAL PERMIT

The rental unit involved shall not have its Rental Permit reinstated until the reinstatement fee is paid and the disruptive occupants have been evicted, the Housing Board of Appeals has ruled in the occupant's favor, the Housing Board of Appeals has ruled in the owner's favor but has not ordered the eviction of the

occupant(s), or the occupants have filed an appeal to a higher court thereby preventing their eviction. Notwithstanding this subsection, if there are points assessed against the owner per the provisions of this Ordinance which require suspension or revocation, a Rental Permit shall not be reinstated until compliance with the requirements therefore have occurred.

F. REOCCUPATION

The disruptive occupants, upon eviction, shall not re-occupy any rental unit on the same premises involved for a period of at least one (1) year from date of eviction.

G. REPORT AGAINST ALL OCCUPANTS

The content of the disruptive conduct report shall count against all occupants of the rental unit. The content of the disruptive conduct report shall not count against all occupants of the rental unit if the complaint is initiated by one of the rental unit occupants.

H. MAINTENANCE OF LIST OF EVICTED OCCUPANTS

The Codes Enforcement Office shall maintain a list of the names of all occupants evicted as a result of the preceding paragraph. The names shall remain on the list for a period of five (5) years.

I. APPEALS

Any person aggrieved by any decision of a police officer or public officer in regard to a disruptive conduct report or the revocation of a rental permit resulting therefrom may appeal to the Housing Board of Appeals. Such appeal must be filed with the appropriate fee with the Manager of the Codes Enforcement Division in writing, within ten (10) working days from the date of receipt of the Disruptive Conduct Report or notice of revocation.

§11-123 HOUSING BOARD OF APPEALS

A. APPEALS

Any person aggrieved by any decision of a police officer or public officer in regard to a disruptive conduct report or the suspension, nonrenewal, denial or revocation of a Rental Permit, may appeal to the Housing Board of Appeals. Such appeal must be filed, in writing, with the appropriate filing fee within ten (10) working days from the date of receipt of the disruptive conduct report or notice of revocation.

B. ORGANIZATION

1. MEMBERSHIP

The Disruptive Conduct Board of Appeals shall be a body of seven (7) members consisting of: the Managing Director or his/her designee who shall serve as Chairperson; a Councilperson, Codes Enforcement Division Manager or their designee; the Chief of Police or his/her designee; an owner or local responsible agent of a rental unit(s) in Reading; an occupant of a rental unit residing in the City of Reading; and a member of a community group recognized by the City of Reading.

2. ALTERNATES

There shall be three alternate members: an owner or local responsible agent, an occupant of a rental unit residing in the City of Reading and a member of a community group recognized by the City of Reading.

4. APPOINTMENT

All members of the Board shall be appointed by the Mayor with the advice and consent of the Council of the City of Reading, with the exception of the Council Member, who shall be appointed by the Council President.

4. TERM

A member or alternate member shall serve a term of not more than three (3) years from the time of appointment or reappointment or until his/her successor shall take office. Members and alternates of the initial board shall be appointed to staggered terms of 1, 2 and 3 years.

5. POWERS OF DESIGNEE AND ALTERNATES

Designees and alternate members may be requested to attend meetings in absence of a regular member and shall have all the powers of a regular member at such meetings.

6. QUORUM AND MAJORITY VOTE

Four (4) members shall constitute a quorum of the Board. A majority vote of the members of the quorum of the Board shall prevail. A tie vote shall be deemed as a denial of the appeal.

C. POWERS

The Board shall have the following powers:

1. PROMULGATE RULES AND REGULATIONS

To adopt and administer the rules of procedure regarding its organization, officers (except the Chairperson), times and places of meetings, conduct of meetings and other legal procedures relating to the hearing and determination of appeals and other matters within the Board's jurisdiction.

2. HEAR AND DECIDE APPEALS

To hear and decide appeals where it is alleged there is error in any order, requirement, decision or determination made by the police officer or public officer in the enforcement of the provisions of this Chapter.

3. GRANT MODIFICATION OR VARIANCE

To modify any notice of violation or order and to authorize a variance from the terms of this Code when because of special circumstances, undue hardship would result from literal enforcement, and where such variance substantially complies with the spirit and intent of the Code.

4. GRANT EXTENSION OF TIME

To grant a reasonable extension of time for the compliance, as described in the City's Property Maintenance Code and other applicable sections of the City of Reading Codified Ordinances of any order where there is a demonstrated case of hardship and evidence of bona fide intent to comply within a reasonable time period.

5. TIMELINESS

In exercising the above-mentioned powers, the Board shall act with reasonable promptness and seek to prevent unwarranted

delays prejudicial to the party involved and to the public interest; provided, however, that the Board shall file its decision within ten (10) working days after the appeal hearing.

6. AUTHORITY

The Board may reverse or affirm wholly or partly, or may modify the order, requirement, decision or determination appealed from and may make such order, requirement, decision or determination as justice would require, and, to that end, shall have all the powers of the police officer or public officer; provided, however, that the Housing Board of Appeals, in its determination, shall be bound by this Chapter and shall not ignore the clear provisions and intent of this Chapter.

D. RECORDS OPEN TO INSPECTION

The disruptive conduct report and all records of all proceedings and the final disposition of the matter outlined in the appeal shall be public and available for inspection; provided, however, that the police officer or public officer may prescribe reasonable regulation regarding the time and manner of inspection.

E. AFFECT OF APPEALS

Any decision or order issued under, per and in accord with this Chapter shall be held in abeyance upon the timely filing of an appeal thereof with the Housing Board of Appeals or an appeal of a decision thereof to the Court of Common Pleas of Berks County. Said abeyance shall include but not be limited to revocation, suspension, denial or nonrenewal of a Rental Permit until the appeal is resolved. An appeal of the third disruptive conduct report within a twelve (12) month period shall stop the eviction proceedings against the occupants until the appeal is resolved, only if the eviction proceedings were a direct result of the third disruptive conduct report.

F. ENFORCEMENT UPON RESOLUTION OF APPEAL OF HOUSING BOARD

If this appeal is of a third disruptive conduct report and the decision of the police officer or public officer has been affirmed, and no appeal is pending, within ten (10) working days after the expiration of the time for filing an appeal has expired and time for compliance as required by the decision of the Housing Board of Appeals or Court of Common Pleas, the public officer shall

reinspect to determine compliance as to whether the occupant has voluntarily moved from the premises or the owner has initiated eviction proceedings.

If, when so required by a third disruptive conduct report, the occupant has not voluntarily moved or the owner has not initiated eviction proceedings, and there is no appeal pending, the time for filing an appeal and for compliance as required by the decision of the Board has expired, the public officer shall institute revocation of the rental permit per the provisions set forth in this Chapter.

G. FEE

The fee for filing of an Appeal to the Housing Board of Appeals shall be \$50. Failure to submit the appropriate fee with the request for an appeal shall result in automatic denial of the appeal.

§11-124 APPEAL TO COURT OF COMMON PLEAS

Any person, including the police officer or public officer for the City, aggrieved by any decision of the respective Board, may appeal to the Court of Common Pleas of Berks County. Such appeal shall be made by a duly verified petition in accord with the Pennsylvania Rules of Civil Procedure and shall set forth the factual and legal basis upon which the decision of the Board is alleged to be illegal, in whole or in part. Such petition shall be filed with the Court of Common Pleas and a notice thereof served upon all parties to the appeal before the Housing Board of Appeals, including the Board and City of Reading, within thirty (30) days after service of the decision.

§11-125 SHARE INFORMATION

The City of Reading Codes Enforcement Division is authorized to share any and all information obtained under this Code with other Departments and Divisions of the City of Reading.

ADDENDUM TO RENTAL AGREEMENT

This Addendum to Rental Agreement is made this day of _____, _____, 20____ and is incorporated into and shall be deemed to amend and supplement the Rental Agreement made by the undersigned Tenant and Landlord, their heirs, successors and assigns, dated _____. The Rental Agreement and

this Addendum pertain to the premises described in said agreement and located at

This Addendum is required by the Certification of Rental Units Ordinance of the City of Reading.

§11-126 COMPLIANCE WITH OTHER CITY OF READING ORDINANCES

Every owner of every dwelling, in addition to the provisions set forth herein, shall comply with the provisions (sections) of all other applicable City Ordinances, including but not limited to the International / City of Reading Building Code, Existing Building Code, Plumbing Code, Mechanical Code, Electrical Code, Fire Code, and Residential Code, Property Maintenance Code, Solid Waste and Recycling Ordinance, Health Code and Zoning Ordinance.

ADDITIONAL COVENANTS AND OBLIGATIONS

In addition to the covenants and obligations set forth in the aforementioned Rental Agreement, Tenant and Landlord hereby covenant and agree as follows:

A. Landlord's Covenants and Obligations:

1. Landlord shall keep and maintain the leased premises in compliance with all applicable Codes and Ordinances of the City of Reading and all applicable state laws and shall keep the leased premises in good and safe condition.

2. The local responsible agent for the leased premises shall be as follows:

Name

Address

Telephone Number

3. The Landlord shall be responsible for regularly performing all routine maintenance, including lawn mowing and ice and snow removal, and for making any and all necessary repairs in and around the leased premises, except for any specific tasks which the parties hereby agree shall be delegated to the Tenant and which are identified as follows:

4. The Landlord shall promptly respond to reasonable complaints and inquiries from the Tenant.

5. The Landlord shall comply with all applicable provisions of the Landlord/Tenant Act of the Commonwealth of Pennsylvania.

B. Tenant's Covenants and Obligations:

1. Tenant shall comply with all applicable Codes and Ordinances of the City of Reading and all applicable state laws.

2. Tenant agrees that the maximum number of persons permitted within the regulated rental unit at any time shall be five and the maximum number of persons permitted within the common areas of the leased premises at any time shall be five.

3. Tenant shall dispose of all rubbish, garbage and other waste from the leased premises in a clean and safe manner and shall separate and place for collection all recyclable materials in compliance with the City of Reading's Solid Waste and Recycling Ordinances.

4. Tenant shall not engage in any conduct on the leased premises which is declared illegal under the Pennsylvania Crimes Code or Liquor Code, or the Controlled Substance, Drug, Device and Cosmetic Act, nor shall Tenant permit others on the premises to engage in such conduct.

5. Tenant shall use and occupy the leased premises so as not to disturb the peaceful enjoyment of adjacent or nearby premises by others.

6. Tenant shall not cause, nor permit nor tolerate to be caused, damage to the leased premises, except for ordinary wear and tear.

7. Tenant shall not engage in, nor tolerate nor permit others on the leased premises to engage in "disruptive conduct" which is defined as "any form of conduct, action, incident or behavior perpetrated, caused or permitted by any occupant or visitor of a rental unit that is so loud, untimely (as to hour of the day), offensive, riotous or that otherwise disturbs other persons of reasonable sensibility in their peaceful enjoyment of their premises or causes damage to said premises, such that a report is made to a Police Officer and/or a Public Officer

complaining of such conduct, action, incident, or behavior. It is not necessary that such conduct, action, incident or behavior constitute a criminal offense, nor that criminal charges be filed against any person in order for said person to have perpetrated, caused or permitted the commission of disruptive conduct as defined herein. Provided, however, that no disruptive conduct shall be deemed to have occurred unless a Public Officer or a Police Officer shall investigate and make a determination that such did occur, and keep written records, including a Disruptive Conduct Report of such occurrence. The tenant and the owner, operator, responsible agent or manager shall be notified of any such occurrences in writing."

8. Tenant acknowledges and agrees that this tenancy is subject to the provisions of the Codified Ordinances of the City of Reading including but not limited to the Housing Ordinance/ Code, the Health Code, the Property Maintenance Code and the Solid Waste and Recycling Ordinances, and that the issuance by a Public Officer or Police Officer of the City of Reading of three disruptive conduct reports in any 12-month period relating to the leased premises shall constitute a breach of the rental agreement of which this addendum is a part. Upon such breach, Landlord shall have the right and option to pursue any and all of the following remedies:

- a. Termination of the rental agreement without prior notice; and
- b. Bring an action to recover possession of the leased premises without abatement of rents paid, including reasonable attorney's fees and costs; and
- c. Bring an action to recover the whole balance of the rent and charges due for the unexpired lease term, including reasonable attorney's fees and costs; and
- d. Bring an action for damages caused by Tenant's breach, including reasonable attorney's fees and costs.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

WITNESS

TENANT

WITNESS

TENANT

WITNESS

TENANT

WITNESS

TENANT

WITNESS

TENANT

WITNESS

TENANT

SECTION 2. The Disruptive Conduct Board of Appeals shall be renamed to the Housing Board of Appeals. The current members of the Disruptive Conduct Board of Appeals shall remain in place and their terms shall be calculated commencing on the initial date of their appointment to the prior Disruptive Conduct Board of Appeals

SECTION 3. All other provisions of the City of Reading Codified Ordinances non inconsistent herewith shall remain in full force and effect. All other provisions of the City of Reading Codified Ordinances inconsistent herewith are repealed as of the effective date of this Ordinance.

SECTION 4. If any section, subsection, sentence or clause of this ordinance is held, for any reason, to be invalid, such decision shall not affect the validity of the remaining portions of the Ordinance.

SECTION 5. The headings of the Sections and subsections of this Ordinance are for guidance only and shall not be utilize to interpret the language of the Ordinance.

SECTION 6. This Ordinance shall become effective ten (10) days after its approval, in accordance with Section 221 of the City of Reading Home Rule Charter.

Enacted _____, 2007

Vaughn D. Spencer, President of Council

Attest:

City Clerk
Submitted to Mayor: _____
Date: _____

Received by the Mayor's Office: _____
Date: _____

Approved by Mayor: _____
Date: _____

Vetoed by Mayor: _____
Date: _____

BILL NO. _____

AN ORDINANCE

**AN ORDINANCE AMENDING THE CODIFIED ORDINANCES OF THE CITY OF
READING BY ADDING A NEW PART 11 TO THE ADMINISTRATIVE CODE –
INITIATIVE AND REFERENDUM**

THE CITY OF READING HEREBY ORDAINS AS FOLLOWS:

SECTION 1. Amending the Codified Ordinances by adding a new Part 11 to the Administrative Code – Initiative and Referendum, as attached in Exhibit A.

SECTION 2. This ordinance shall be effective ten (10) days after its adoption and approval by the Mayor, or repassage by City Council over the Mayor's veto, in accordance with Section 219 of the City of Reading Home Rule Charter, or as set forth in Section 221 of the City of Reading Home Rule Charter.

Enacted _____, 2007

President of Council

Attest:

City Clerk

(Council Staff)

Submitted to Mayor: _____

Date: _____

Received by the Mayor's Office: _____

Date: _____

Approved by Mayor: _____

Date: _____

Vetoed by Mayor: _____

Date: _____

(Exhibit A)

§1-1100 Declaration of Purpose:

The City of Reading City Council recognizes the importance of protecting and promoting the ability of our citizens to participate in government through Initiative and Referendum. Since the change to Home Rule government there have been approximately 10 citizen petitions efforts. The lack of clear instruction on the circulation and signature verification of initiative and referendum petitions in the Charter has caused many procedural problems, resulting in court challenges and legal fees to both the City and citizen groups. Therefore, through the enactment of this ordinance, City Council sets out regulations pertaining to the circulation and signing of initiative and referendum petitions to assist Reading voters with their rights to participation provided by the Home Rule Charter.

§1-1101. Initiative and Referendum.

A. **Initiative.** The qualified voters of the City shall have the power to propose ordinances to the Council. If the Council fails to adopt such an ordinance, the initiative process may be commenced giving the qualified voters of the City the opportunity to adopt or reject said ordinance at a City election. (*Charter*, 11/3/1993, §1102)

B. **Referendum.** The qualified voters of the City shall have the power to require reconsideration by the Council of any adopted ordinance. If the Council fails to repeal an ordinance so reconsidered, the referendum process may be commenced giving the qualified voters of the City the opportunity to approve or reject said ordinance at a City election. (*Charter*, 11/3/1993, §1102)

§1-1102. Initiative and Referendum; Commencement of Proceedings; Petitioners Committee; Affidavit.

A. Any five qualified voters of the City may commence initiative or referendum. A qualified voter is a legal resident of the City of Reading who is registered and constitutionally entitled to vote in Pennsylvania.

B. A qualified voter shall obtain a Petitioner's Committee Affidavit from the City Clerk.

C. The Petitioner's Committee Affidavit shall state the names and addresses of 5 qualified voters who will constitute the Petitioner's Committee and be responsible for circulating the petition and filing it in proper form, and specifying the address to which all notices to the committee are to be sent, and setting out in full the proposed initiative ordinance or the ordinance sought to be reconsidered.

D. In case of referendum, such an affidavit must be filed within 10 days of the adoption of the ordinance

E. Within 5 days after the Petitioner's Committee Affidavit is filed and validated, the City Clerk shall issue the appropriate petition blanks to the petitioners. (*Charter*, 11/3/1993, §1103)

§1-1103. Form and Content

The form and content of each petition pack shall be prepared as follows:

1. Each petition shall be uniform in size and style on 8 ½ x 11 paper, marked sequentially and/or contain a serial number.
2. Each petition pack shall contain a one petition.
3. Have an Affidavit of Circulator, as defined in Section 1-1104 below.
4. Contain complete text of the initiative ordinance being considered or the ordinance to be considered for repeal by referendum, as stated in Section 1-1105 or 1-1106 below.
5. Contain no more than 20 signature lines for the printed name, address, ward, precinct, signature of each person signing the petition, and the date signed.
6. Contain a Warning Statement advising that it is unlawful for anyone to sign any initiative or referendum petition with any name other than his/her own, or to knowingly sign his/her name more than once for the same proposal, or to sign such petition when he/she is not a legal voter in the City of Reading.
7. No corrections, additions or alterations shall be made to the form of all petitions issued by the City Clerk to the Petitioner's Committee.

Any petition not following the form and content set out above shall be declared invalid.

§1-1104. Affidavit of Circulator. Each paper of a petition shall have attached to it upon filing a notarized affidavit executed by the circulator thereof stating that he or she personally circulated the paper, the number of signatures thereon, that all the signatures were affixed in the circulator's presence, and believes them to be valid and that each signer had an opportunity before signing to read the full text of the ordinance proposed or sought to be reconsidered. (*Charter, 11/3/1993, §1102*)

§1-1105. Initiative Petitions. All Initiative Petitions shall contain an initiative statement, describing the intent of the ordinance not exceeding 100 words, phrased in the form of a question that can be answered only with an affirmative or negative response. The initiative statement may be distinct from the petitioner's title of the measure, and shall express and give a true and impartial statement of the purpose of the measure. It shall not intentionally be an argument, nor likely to create prejudice, either for or against the measure. This statement shall be delivered to the City Clerk at the time the request for the Petitioner's Committee Petition form is requested. Each petition shall also have attached to it the full body of the initiative ordinance.

§1-1106. Referendum Petitions. All Referendum Petitions shall contain the title of the bill enacted by City Council as well as the bill number and date of enactment of the bill sought to be repealed. Each petition shall also have attached to it the full body of the bill sought to be repealed.

§1-1107. Signatures. Initiative and referendum petitions must be signed in ink or indelible pencil by 2000 qualified voters of the City of Reading.

§1-1108. Circulation of Petitions. The Petitioner's Committee shall be responsible for instructing circulators on the regulations and guidelines for circulating petitions, as contained herein.

A. All circulators must reside in the City of Reading and be registered to vote as defined in §1-1102 A above.

B. Each person collecting signatures must allow any person to review the text of the initiative ordinance or ordinance to be reconsidered.

C. Each signature collected must be personally witnessed by the circulator.

D. The circulator must complete the Affidavit of Circulator before a Notary Public after all the signatures on the sheet have been collected.

E. Circulators must not attempt to obtain signatures of persons knowing that the person signing the petition is not qualified to sign it.

F. Circulators must not offer money or any thing of value to another person or threaten a person to sign or not to sign a petition, nor shall they sell or offer to sell signature sheets.

G. Circulators must not accept compensation to circulate a petition that is based on the number of signatures obtained.

H. Any person violating the circulator regulations shall be charged in accordance with the applicable offense sections of the Elections Code 25 P.S. §2601 et seq.

§1-1108. Time for Circulating and Filing Referendum Petitions. Referendum petitions must be circulated and filed within 35 days after the filing of the Petitioner's Committee Affidavit. The City Clerk shall only accept petitions filed by the Petitioner's Committee. The City Clerk shall not accept any petitions submitted by any other circulators, representatives or agents thereof.

§1-1109. Time for Circulation and Filing Initiative Petitions. Initiative petitions must be circulated and signed within a period of 65 days from the date of the filing of the Petitioners Committee Affidavit with the City Clerk. The City Clerk shall only accept petitions filed by the Petitioner's Committee. The City Clerk shall not accept any petitions submitted by any other circulators, representatives or agents thereof.

§1-1110. Referendum Petitions; Suspension of Effect of Ordinance.

When a referendum petition is filed with the City Clerk, the ordinance sought to be reconsidered shall be suspended from taking effect. Such suspension shall terminate when:

A. There is a final determination of insufficiency of the petition; or

B. The Petitioner's Committee withdraws the petition; or

C. Council repeals the ordinance; or

D. Thirty-five days have elapsed since the issue of the affidavit and the required number of signatures has not been secured. (*Charter*, 11/3/1993, §1106)

§1-1111. Submission of Petitions

Before submitting the signature sheets for verification, the Petitioner's Committee must stack petition packs beginning with the number 1 and continue sequentially until all sheets petitions issued are accounted for. The petitions submitted must contain at least 2000 original signatures. The Petitioner's Committee must also include a letter stating how many signatures they purport to have. The City Clerk shall advise the Petitioner's Committee of their ability to obtain the necessary number of signatures in accordance with Section 1-1113 of this part herein.

§1-1112. Initiative and Referendum; Procedure after Filing.

A. Sufficiency of Petitions – Determination

No petition for referendum shall be filed with the City Clerk unless it contains the required number of signatures. Upon filing of a petition for initiative or referendum with the City Clerk, the City Clerk shall make an initial face value determination of sufficiency and report the results thereof to the City Council within two (2) days of the date of such filing. The City Clerk shall make its determination of sufficiency of the petitions and the signatures contained thereon as stated hereafter and in Section 1-1113 below.

B. After completing the initial face value determination, the City Clerk shall complete a verification process to find whether signatures of individuals on the petitions are insufficient in the following categories:

1. Address shown by signer is not located within the city limits of the City of Reading;
2. Any signature appearing on the petition more than once, in which event all signatures of said individual shall be deleted except one;
3. More than one individual signature is on a signature line, in which event the line shall count as one;
4. Signature lines containing incomplete information or information which was not completed by the elector or a person qualified to assist the elector shall not be counted;
5. Signature and information that does not match Voter Registration Records;
6. Signatures of individuals who are not registered electors in the city.
7. Each petition pack shall only contain one petition; multiple petitions may not be attached to a single ordinance and circulators affidavit.

C. The petition may not be removed and no signature may be removed or deleted by a signer, circulator, or representative of a circulator or signer after the petitions have been filed with the City Clerk. Copies of the petitions submitted will not be provided to the Petitioner's Committee by the City.

§1-1113. Certificate of Clerk; Amendment. Within 20 days after the petition is filed, the City Clerk shall complete a certificate as to its sufficiency, specifying, if it is insufficient, the particulars wherein it is defective and shall promptly send a copy of the certificate to the Petitioner's Committee by registered mail.

A petition certified insufficient for lack of the required number of valid signatures may be amended once if the Petitioner's Committee files a notice of intention to amend it with the City Clerk within 2 days after receiving the copy of the certificate and files a supplementary petition upon additional papers to be supplied by the City Clerk within 10 days after receiving the copy of such certificate.

Such supplementary petition shall comply with the requirements of this Chapter and within 5 days after it is filed, the City Clerk shall complete a certificate as to the sufficiency of the petition as amended and promptly send a copy of such certificate to the Petitioner's Committee by registered mail as in the case of an original petition.

If a petition or amended petition is certified insufficient and the Petitioner's Committee does not elect to amend or request Council review under Section 1-1114 within the time required, the City Clerk shall promptly present their certificate to the Council and the certificate shall then be a final determination as to the sufficiency of the petition. (*Charter, 11/3/1993, §1102*)

§1-1114 Council Review. If a petition has been certified insufficient and the Petitioner's Committee does not file notice of intention to amend it, or if an amended petition has been certified insufficient, the committee may, within 2 days after receiving the copy of such certificate, file a request that it be reviewed by the Council. The Council shall review the certificate at its next meeting following the filing of such request and approve or disapprove it, and the Council's determination shall then be a final determination as to the sufficiency of the petition. (*Charter, 11/3/1993, §1102*)

§1-1115. Court Review; New Petition. A final determination as to the insufficiency of a petition shall be subject to court review. A final determination of insufficiency, even if sustained upon court review, shall not prejudice the filing of a new petition for the same purpose. (*Charter, 11/3/1993, §1105*)

§1-1116. Initiative and Referendum; Action on Petitions.

A. Action by Council. When an initiative or referendum petition has been finally determined sufficient, the Council shall promptly consider the proposed initiative ordinance in the manner provided in Article II of the Charter or reconsider the referred ordinance by voting its repeal. If the Council fails to adopt a proposed initiative ordinance without any change in substance within 60 days or fails to repeal the referred ordinance within 30 days after the date the petition was finally determined sufficient, it shall submit the proposed or referred ordinance to the voters of the City. (*Charter*, 11/3/1993, §1102)

B. Submission to Voters. The question shall be placed on the ballot at the next primary, municipal or general election occurring at least 35 days after final Council action. Copies of the proposed and referred ordinance shall be made available at the voting precincts. (*Charter*, 11/3/1993, §1102)

C. Withdrawal of Petitions. An initiative or referendum petition may be withdrawn at any time prior to the 45th day preceding the day scheduled for a vote of the City by filing with the City Clerk a request for withdrawal signed by at least four members of the Petitioner's Committee. Upon the filing of such request, the petition shall have no further force of effect and all proceedings thereon shall be terminated. (*Charter*, 11/3/1993, §1107)

§1-1117. Initiative and Referendum; Results of Election.

A. Initiative. If a majority of the qualified voters voting on a proposed initiative vote in its favor, it shall be considered adopted upon certification of the election results and shall be treated in all respects in the same manner as ordinances of the same kind adopted by the Council. If conflicting ordinances are approved at the same election, the one receiving the greatest number of affirmative votes shall prevail to the extent of such conflict.

B. Referendum. If a majority of the qualified voters voting on a referred ordinance vote against it, it shall be considered repealed upon certification of the election. (*Charter*, 11/3/1993, §1108)

§1-1118. Initiative and Referendum; Limitations.

A. Default of Initiative and Referendum. Any ordinance proposed or sought to be reconsidered which is rejected by the qualified voters in an election cannot be

resubmitted for initiative and referendum for a period of 2 years from the date of the election where the ordinance was defeated. (*Charter, 11/3/1993, §1102*)

B. Repeal or Modification of Initiative and Referendum by Council. The Council shall take no action to repeal or significantly modify an ordinance adopted by initiative and referendum within a period of 2 years from the date of the election at which the ordinance was approved. (*Charter, 11/3/1993, §1102*)

C. Limit on the Number of Initiative and Referendum. No more than two initiative and two referendum measures may be placed on the ballot at any primary, municipal or general election. The first two initiative and referendum measures which are filed with the City Clerk will be the only ones allowed on the ballot. (*Charter, 11/3/1993, §1109*)

BILL NO. _____

AN ORDINANCE

AN ORDINANCE AMENDING CITY OF READING CODE OF ORDINANCES, CHAPTER 1 ADMINISTRATION AND GOVERNMENT, PART 3 COMPENSATION OF ELECTED OFFICIALS, SECTION 1-301 COMPENSATION, BY INCREASING THE SALARY OF THE MAYOR AND CITY AUDITOR BY \$1,500 BEGINNING JANUARY 7, 2008.

THE COUNCIL OF THE CITY OF READING HEREBY ORDAINS AS FOLLOWS:

SECTION 1. Section 1-301 (Compensation) of the City of Reading Code of Ordinances shall be amended to read as follows:

Section 1-301. Compensation.

- A. Mayor - the Mayor of the City of Reading shall be compensated at an annual salary of \$68,100, beginning on Monday, January 7, 2008 through January 2, 2012.
- B. President of Council – the City Council President for the City of Reading shall be compensated at an annual salary of \$5,500 per year.
- C. Councilmen – the District Councilpersons for the City of Reading shall be compensated at an annual salary of \$5,000 per year.

D. City Auditor - the City Auditor of the City of Reading shall be compensated at an annual salary of \$53,100, beginning on Monday January 7, 2008 through January 2, 2012.

SECTION 2. All ordinances or parts of ordinances which are inconsistent herewith are hereby repealed. Said repeal shall take effect on January 7, 2008.

SECTION 3. This Ordinance shall become effective on January 7, 2008.

Enacted by Council _____, 2007

President of Council

Attest:

City Clerk

Council Staff – Recommended by the Finance Committee

BILL NO. _____

**AN ORDINANCE
AUDITOR 1**

AN ORDINANCE AMENDING 1-301 OF THE CITY OF READING CODIFIED ORDINANCES (Compensation of Elected Officials) BY AMENDING THE SALARY RANGE FOR THE MAYOR AND CITY AUDITOR.

THE COUNCIL OF THE CITY OF READING HEREBY ORDAINS AS FOLLOWS:

SECTION 1. Section 1-301 of the City of Reading Codified Ordinances (Compensation of Elected Officials) shall be amended to read as follows:

From and after the first Monday of January, 2008, the following salaries shall be paid to each of the hereinafter designated elected officials of the City in accordance with the following schedule, provided however, that such salaries shall apply only to such elected officials assuming office on or after the first Monday of January, 2008:

(a) Mayor - the Mayor of the City of Reading shall be compensated at an annual salary of ;

1. \$68,600.00 for the period beginning the first Monday in January, 2008, and ending the first Sunday in January, 2009.

2. \$70,600.00 for the period beginning the first Monday in January, 2009, and ending the first Sunday in January, 2010.
 3. \$72,600.00 for the period beginning on the first Monday in January, 2010, and ending the first Sunday in January, 2011.
 4. \$74,600.00 for the period beginning the first Monday in January, 2011, and annually for each year thereafter.
- (b) City Auditor - the City Auditor of the City of Reading shall be compensated at an annual salary of;
1. \$53,600.00 for the period beginning the first Monday in January, 2008, and ending the first Sunday in January, 2009.
 2. \$55,600.00 for the period beginning the first Monday in January, 2009, and ending the first Sunday in January, 2010.
 3. \$57,600.00 for the period beginning on the first Monday in January, 2010, and ending the first Sunday in January, 2011.
 4. \$59,600.00 for the period beginning the first Monday in January, 2011, and annually for each year thereafter.

SECTION 2. All ordinances or parts of ordinances which are inconsistent herewith are hereby repealed.

SECTION 3. This Ordinance shall become effective on January 7th, 2008.

Enacted by Council _____, 2007

President of Council

Attest:

City Clerk

(LAW DEPT.)

BILL NO. _____

AN ORDINANCE

AUDITOR 2

AN ORDINANCE AMENDING 1-301 OF THE CITY OF READING CODIFIED ORDINANCES (Compensation of Elected Officials) BY AMENDING THE SALARY RANGE FOR THE MAYOR AND CITY AUDITOR.

THE COUNCIL OF THE CITY OF READING HEREBY ORDAINS AS FOLLOWS:

SECTION 1. Section 1-301 of the City of Reading Codified Ordinances (Compensation of Elected Officials) shall be amended to read as follows:

From and after the first Monday of January, 2008, the following salaries shall be paid to each of the hereinafter designated elected officials of the City in accordance with the following schedule, provided however, that such salaries shall apply only to such elected officials assuming office on or after the first Monday of January, 2008:

(c) Mayor - the Mayor of the City of Reading shall be compensated at an annual salary of ;

5. \$68,100.00 for the period beginning the first Monday in January, 2008, and ending the first Sunday in January, 2009.

6. \$69,600.00 for the period beginning the first Monday in January, 2009, and ending the first Sunday in January, 2010.
 7. \$71,100.00 for the period beginning on the first Monday in January, 2010, and ending the first Sunday in January, 2011.
 8. \$72,600.00 for the period beginning the first Monday in January, 2011, and annually for each year thereafter.
- (d) City Auditor - the City Auditor of the City of Reading shall be compensated at an annual salary of;
5. \$53,100.00 for the period beginning the first Monday in January, 2008, and ending the first Sunday in January, 2009.
 6. \$54,600.00 for the period beginning the first Monday in January, 2009, and ending the first Sunday in January, 2010.
 7. \$56,100.00 for the period beginning on the first Monday in January, 2010, and ending the first Sunday in January, 2011.
 8. \$57,600.00 for the period beginning the first Monday in January, 2011, and annually for each year thereafter.

SECTION 2. All ordinances or parts of ordinances which are inconsistent herewith are hereby repealed.

SECTION 3. This Ordinance shall become effective on January 7th, 2008.

Enacted by Council_____, 2007

President of Council

Attest:

City Clerk

(LAW DEPT.)

BILL NO. _____-2007
AN ORDINANCE

AN ORDINANCE AMENDING THE CITY OF READING CODIFIED ORDINANCES BY AMENDING CHAPTER 6 CONDUCT, PART 1 ALCOHOLIC BEVERAGES BY ESTABLISHING RULES AND REGULATIONS FOR BOTTLE CLUBS AND ADDING THE PERMIT FEE AND FINE TO THE CITY OF READING FEE SCHEDULE.

THE COUNCIL OF THE CITY OF READING HEREBY ORDAINS AS FOLLOWS:

SECTION 1. Amending the City of Reading Codified Ordinances amending Chapter 6 Conduct, Part 1 Alcoholic Beverages by establishing rules and regulations for Bottle Clubs as follows:

§ 6-101. This part shall apply to Bottle Clubs within the City of Reading that are not licensed by the Pennsylvania Liquor Control Board.

§ 6-102. Purpose

The Council of the City of Reading hereby declares that the purpose of the within Rules and Regulations is to regulate Bottle Clubs to preserve the health, safety and character of neighborhoods and to protect the rights of its citizens to the quiet enjoyment of the same.

§ 6-103 Definitions

Bottle Club - a place of assembly or any other use defined in this Ordinance, other than a dwelling unit, including but not limited to, taverns, clubs, and social

buildings, that is not licensed by the Pennsylvania Liquor Control Board, in which no alcoholic beverages are sold, but which permits the consumption of such beverages by patrons or guests when such beverages are either provided by the operator or agents or employees of the operator for consumption on the premises or are brought into or kept at the establishment by the patrons or guests assembling there. This term includes but is not limited to those organizations commonly known as “ social clubs.”

Alcoholic beverages - any and all beverages, including malt beverages, which contain alcohol, liquor or such other intoxicating substances as are further defined in the Pennsylvania Liquor Code, 47 P.S. Section 1-101 et seq.

Operate - any person, entity or establishment that:

A. Controls or causes to be controlled through agents or employees any bottle club.

B. Conducts or manages a bottle club.

C. Owns, leases or subleases any area used as a bottle club.

(Ord. 11-1998, 4/27/1998, §1)

Residence - a building or structure wholly or partially used for living, sleeping, eating, cooking and sanitation by human occupants.

Residential District - those classes of residential districts as specified in the City of Reading Zoning Ordinance.

§ 6-104 Unlawful Activities

In any district in which Bottle Clubs are otherwise permitted, it shall be unlawful for any person or persons who own, operate, lease, manage or control a Bottle Club to:

(a) Remain open and/or to transact business between the hours of 12:00 a.m. midnight and 11:00 a.m., prevailing time. In all cases, the premises must be vacated within fifteen (15) minutes after the required closing time.

(b) Allow members to rent or occupy the club unrestricted. Bottle and social clubs will adhere to the following restrictions when allowing members to hold functions

in the club. No event shall exceed six (6) hours in length, nor to exceed one (1) rental in a twenty-four (24) hour period, nor to occur between the hours of 12:00 a.m. midnight and 11:00 a.m. by individuals or an organization for the purpose of a private party in which alcoholic beverages are carried onto the premises.

(c) Conduct activities to which this Ordinance applies without possessing a valid Club permit as specified herein.

(d) Any structure of a Bottle Club shall not be located within three hundred (300') feet from the nearest property line of any residential district, church, school, other institution of learning or education, hospital, library, park, and /or playground. Bottle Clubs operating under the City' s existing laws will be exempted from Section 6-105.d until the property or Club is sold or transferred to another party or legal entity.

§ 6-105 Club Requirements

Any and all Bottle Clubs, as that term is defined, shall comply with the following requirements:

(a) Obtain and carry general liability coverage in the minimum amount of, \$1,000,000 per occurrence, proof of which shall be filed with the Codes Enforcement Office of the City of Reading, proof of which shall be filed annually when the permit is renewed with the Codes Enforcement Office; and.

(b) Possess a valid certificate of occupancy issued by the Pennsylvania Department of Labor and Industry and the City of Reading and prominently display said certificate as required, proof of which shall be filed annually when the permit is renewed with the Codes Enforcement Office; and

(c) Obtain a valid business privilege and mercantile tax license from the City of Reading and prominently display said license as required, proof of which shall be filed annually when the permit is renewed with the Codes Enforcement Office; and

- (d) Obtain a City of Reading Zoning Permit and all other valid City of Reading permits and prominently display said permit as required, proof of which shall be filed annually when the permit is renewed with the Codes Enforcement Office; and
- (e) Obtain a valid Bottle Club permit pursuant to this Article and prominently display said permit as required; and
- (f) Conspicuously post the hours of operation at the business premises such that patrons are sufficiently apprised of same; and
- (g) Clubs may not store any alcohol of any type on their premises between the hours of 12:00 a.m. and 11:00 a.m.; and
- (h) The owner and or operator of the Bottle Club must provide proof that they are a resident of Berks County. If the owner and or operator is not a Berks County resident they must designate the name, mailing address and telephone number of a responsible agent, who has the oversight of the buildings operations and is authorized to accept service on behalf of said property owner; and
- (i) The owner and or operator of the Bottle Club may not have been convicted of a crime classified as a felony offense under the laws of the Commonwealth of Pennsylvania or the United States, or be convicted of any comparable crime under the laws of any other state in the United States.*
- (j) Have a valid and current trash collection contract with a licensed hauler, proof of which shall be filed annually when the permit is renewed with the Codes Enforcement Office.

§ 6-106 Club Permit

- (a) Any person or persons desiring to operate or continue to operate a Bottle Club shall file with the Codes Enforcement Office of the City of Reading an application for a Bottle Club permit, which application shall include the following

information: the name and address of the Bottle Club, a statement whether the business premises is leased or owned by the Bottle Club, the name and address of the lessor of the business premises, if applicable, the nature of the ownership of the Bottle Club, i.e. corporation, partnership, joint venture, association, the names and addresses of the officers and/or financial interest in the Bottle Club. Also supply the name, addresses and phone number of any and all managers and club officer who will be responsible for the operation of the club during any time that it is open or at special events and rentals. Failure to keep the city informed of current information will be cause to revoke the permit.

(b) The Codes Enforcement Office shall determine whether the Bottle Club fully and completely complies with the provisions and requirements of this Ordinance within twenty (20) days following the date on which application is received. If the Codes Enforcement Office determines that the applicant fully and completely complies with the provisions hereof, the office shall issue a Bottle Club permit; if the Codes Enforcement Office determines that the applicant does not fully and completely comply with the provisions hereof, the office shall deny the issuance of a Bottle Club permit and shall furnish written evidence of the same to the applicant together with the reason(s) for denial.

(c) The Club shall pay an administrative fee of two hundred and fifty dollars (\$250.00) for a Bottle Club permit and two hundred and fifty dollars (\$250.00) for each renewal thereof on a yearly basis. Said Bottle Club permit shall be effective for a period of one year following the date of issuance; provided, in the event the Bottle. Club fails to fully and completely comply with the provisions hereof or is convicted of any unlawful activities during the term of the Bottle Club permit so issued, the City of Reading shall have the authority to revoke the Bottle Club permit due to Bottle Club's lack of compliance.

§6-107. Authority of Police Officer.

Any police officer is authorized to arrest with or without warrant, any person or persons violating any provision of this Part. (Ord. 11-1998, 4/27/1998, §1)

§ 6-108 Penalty

(a) Any person, persons, or entity violating the provisions of this Ordinance shall, upon conviction thereof, be subject to a fine of Three Hundred Dollars (\$300.00) to One Thousand Dollars (\$1,000.00) plus costs for each day of such violation and, in default of payment of said fine and costs, to a term of imprisonment not to exceed 30 days, and any and all other remedies available in accordance with the Codified Ordinances of the City of Reading and the laws of the Commonwealth of Pennsylvania.

(b) The unlawful activities specified herein shall constitute separate and distinct offenses for each and every day in which said activities are conducted.

(c) In addition to any monetary penalties involved, the City of Reading shall revoke the Club Permit required upon conviction of any unlawful activities and any building, occupancy, zoning or other similar permits previously issued by the City for the premises on which such Bottle Club has been operated.

(d) In the event of any of the unlawful activities specified herein are conducted by or in the name of a corporation, partnership, joint venture, trust, firm or association, in addition to entity liability, the officers, agents or principals of said corporation, partnership, joint venture, trust, firm or association shall be deemed in violation, as well as the person or persons engaged in the unlawful activity.

SECTION 2. This ordinance shall be effective ten (10) days after its adoption and approval by the Mayor, or repassage by City Council over the Mayor's veto, in accordance with Section 219 of the City of Reading Home Rule Charter, or as set forth in Section 221 of the City of Reading Home Rule Charter.

Enacted by Council_____, 2007

President of Council

Attest:

City Clerk

(Chief of Police, Council Staff, Legislative Aide Committee)

RESOLUTION NO. _____

THE COUNCIL OF THE CITY OF READING HEREBY RESOLVES
AS FOLLOWS:

That Leonard Butzer is reappointed to the BOCA Board of Appeals,
with a term ending December 31st, 2011.

Adopted by Council _____, 2007

Vaughn D. Spencer
President of Council

Attest:

Linda A. Kelleher
City Clerk

R E S O L U T I O N O. _____

THE COUNCIL OF THE CITY OF READING HEREBY RESOLVES
AS FOLLOWS:

That Chris Fegley is appointed to the Minority Business Board, with a
term ending April 9th 2009.

Adopted by Council _____, 2007

Vaughn D. Spencer
President of Council

Attest:

Linda A. Kelleher
City Clerk

R E S O L U T I O N O. _____

THE COUNCIL OF THE CITY OF READING HEREBY RESOLVES
AS FOLLOWS:

That Jeff White is reappointed to the Park and Recreation Committee,
with a term ending December 31st, 2011.

Adopted by Council _____, 2007

Vaughn D. Spencer
President of Council

Attest:

Linda A. Kelleher
City Clerk

R E S O L U T I O N O. _____

THE COUNCIL OF THE CITY OF READING HEREBY RESOLVES
AS FOLLOWS:

That Reginald Nealy is appointed to the Blighted Property Review
Committee, with a term ending April 9th, 2009.

Adopted by Council _____, 2007

Vaughn D. Spencer
President of Council

Attest:

Linda A. Kelleher
City Clerk

RESOLUTION NO. _____

**AMENDING THE CITY OF READING CITY COUNCIL POLICY AND PROCEDURE
MANUAL BY ADDING THE POLICY ON BOND AND DEBT FINANCING**

**THE COUNCIL OF THE CITY OF READING HEREBY RESOLVES AS
FOLLOWS:**

To amend the City Council Policy and Procedure Manual, adopted on March 26, 2007 by Resolution 51, 2007, by adding the following new policy pertaining to Bond and Debt Financing:

Policy on Bond & Debt Financing Approval

The purpose of establishing these guidelines is to improve the process for approving bond and debt financing and providing thorough information to City Council.

- At all times possible the Administration will present Council with proposed bond or debt financing sixty (60) to ninety (90) days prior to date of final approval.
- At that time the Administration will review the proposal and its impact on the City with the full body of Council.
- Over the next thirty (30) days Council will have the opportunity to ask any questions as a group or individually on the proposed bond or debt financing. The Administration will answer questions or meet with Council, individually or as a body, as needed.

- Thirty (30) days prior to final approval the Administration and Council will hold a second public meeting to review and discuss the proposed bond or debt financing.

The Administration will take precautions to avoid beginning the bond or debt financing approval process during October and November, when Council is attending to the adoption of the General Fund, Capital and CDBG Budgets. In the case where debt financing or refinancing will be required during or immediately after the budget cycle, the Administration will begin the approval process no later than September 1 to provide for the necessary adoption vote before November 1. The Administration shall also seek pre-approval from Council, when available. There may be times when budget deficits will be identified by the Administration during the Budget cycle which will cause the need to begin the debt approval process during budget discussions.